

50 YEARS OF FUN!

Post Office Box 9010

Addison, Texas 75001-9010

5300 Belt Line Road

(972) 450-7000

FAX (972) 450-7043

AGENDA

REGULAR MEETING OF THE CITY COUNCIL

October 26, 2004

7:30 P.M.

COUNCIL CHAMBERS

5300 BELT LINE ROAD

REGULAR SESSION

Item #R1 – Consideration of Old Business

Item #R2 – Consent Agenda

CONSENT AGENDA

#2a – Approval of the Minutes for the October 12, 2004 Council Meeting.

#2b – Consideration of a Resolution authorizing the City Manager to enter into a contract in the amount of \$5,751 with the Dallas County Health Department for annual health services.

#2c – Consideration of a Resolution authorizing the City Manager to enter into a contract with Trinity River Authority (TRA) for wastewater testing services.

#2d – Consideration of a Resolution approving sponsorship in the amount of \$50,000.00 with the Cavanaugh Flight Museum to assist in the Museum's marketing efforts.

#2e – Consideration of approval of final payment in the amount of \$273,101.42 with Site Concrete Inc. for construction of the Spectrum Drive North/South Extension Project.

#2f – Consideration of approval of a 9-1-1 billing agreement with GTC Telecom, which have a Service Provider Certificate of Operating Authority (SPCOA) from the Texas Public Utilities Commission.

#2g – Consideration of approval of a 9-1-1 billing agreement with Quantum Shift Communications, Inc., which have a Service Provider Certificate of Operating Authority (SPCOA) from the Texas Public Utilities Commission.

#2h – Consideration of approval of a 9-1-1 billing agreement with Starlight Phone Inc., which have a Service Provider Certificate of Operating Authority (SPCOA) from the Texas Public Utilities Commission.

#2i – Consideration of approval of a 9-1-1 billing agreement with Matrix Telecom Inc., which have a Service Provider Certificate of Operating Authority (SPCOA) from the Texas Public Utilities Commission.

#2j – Consideration of approval of a 9-1-1 billing agreement with Comm South Companies, Inc., which have a Service Provider Certificate of Operating Authority (SPCOA) from the Texas Public Utilities Commission.

#2k – Consideration of approval of a 9-1-1 billing agreement with Metro Teleconnect Companies, which have a Service Provider Certificate of Operating Authority (SPCOA) from the Texas Public Utilities Commission.

#2l – Consideration of approval of a 9-1-1 billing agreement with AT&T Communications of Texas, which have a Service Provider Certificate of Operating Authority (SPCOA) from the Texas Public Utilities Commission.

Item#R3 – Presentation of the 2004 Best of Texas for Demonstrated Leadership in Management of Information Technology from the Center for Digital Government Award.

Item #R4 – Consideration of a Resolution approving a Third Amendment to Agreement for the Operation and Management of Addison Airport between the Town of Addison, Texas and Washington Staubach Addison Airport Venture.

Attachments:

1. Council Agenda Item Overview
2. Memorandum from Mark Acevedo
3. Agreement
4. Red-lined amendments

Administrative Recommendation:

Administration recommends approval.

Item #R5 – Presentation of Department's Quarterly Operation Reports.

- City Manager
- Visitor Services
- Special Events
- Development Services
- Human Resources
- Public Works

EXECUTIVE SESSION

Item #ES1 – Closed (executive) session of the City Council pursuant to Chapter 551.071, Texas Government Code, to conduct a private consultation with its attorney to seek the advice of its attorney about contemplated litigation and on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 552, Texas Government Code, to wit: Festival Way construction.

Adjourn Meeting

Posted 6:00 p.m.
October 21, 2004
Carmen Moran
City Secretary

**THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS
WITH DISABILITIES. PLEASE CALL (972) 450-2819 AT LEAST
48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.**

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

October 12, 2004
7:30 p.m. - Council Chambers
5300 Belt Line Road

Present: Mayor Wheeler, Councilmembers Braun, Chow, Hirsch, Niemann, Silver, Turner
Absent: None

Item #R1 – Consideration of Old Business

The following employees were introduced to the Council: Ron Lee (Parks) and Steve Smith (Police).

Ron Whitehead, City Manager, presented Council with an updated calendar highlighting upcoming events.

Item #R2 – Consent Agenda

Item #2a – Approval of the Minutes for the September 28, 2004 Council Meeting. (Approved)

Item #2b – Consideration of approval of final payment in the amount of \$14,526.74 to Ratliff Hardscape, LTD. for the replacement of masonry walls on Chancey Drive and Proton Drive in the Les Lacs residential area. (Approved)

Item #2c – Consideration of a Resolution authorizing the City Manager to enter into a contract in the amount of \$36,741.11 with SBC for the relocation and installation of telephone cable in connection with the extension of Arapaho Road, Phase III, from Addison Road to Surveyor Boulevard. (Approved) (R04-085)

Item #2d – Consideration of a Resolution authorizing the City Manager to enter into an agreement with Hand and Associates Marketing Communications for advertisement in the November 2004, March 2005 and August 2005 Addison/North Dallas Corridor Guide publication. (Approved) (R04-086)

Item #2e – Consideration of a Resolution authorizing the City Manager to enter into a contract in the amount of \$49,896.00 with Hotel Inter-Continental for meeting space and room guarantees for the 2005 North Texas Jazz Festival. (Approved) (R04-087)

Item #2f – Consideration of a Resolution authorizing the City Manager to enter into an agreement in an amount not to exceed \$30,000 with the City of Carrollton for service and maintenance provided for the Police and Fire Radio System in Fiscal Year 2003-2004. (Approved) (R04-088)

Councilmember Silver moved to duly approve the above listed items. Councilmember Niemann seconded. The motion carried.

Voting Aye: Wheeler, Braun, Chow, Hirsch, Niemann, Silver, Turner
Voting Nay: None
Absent: None

Item #R3 – Consideration of approval of a final plat for one lot on .5219 acres, located at the southwest corner of the intersection of Midway Road and Belt Line Road, on application from Piedmont-Midway Partners, L.P. represented by Mr. Bryan Burger of Lawrence A. Cates and Associates, LLP.

Councilmember Turner moved to duly approve a final plat for one lot on .5219 acres, located at the southwest corner of the intersection of Midway Road and Belt Line Road, on application from Piedmont-Midway Partners, L.P., subject to the following conditions:

1. Engineering plans and specifications must be submitted and approved by the Town and must include a drainage and grading plan, existing and proposed utilities and sidewalks.
2. A utility easement is necessary in order to relocate an existing signal pole at the intersection. The exact location of the utility easement must be coordinated with the Town's Public Works Department.

Councilmember Silver seconded. The motion carried.

Voting Aye: Wheeler, Braun, Chow, Hirsch, Niemann, Silver, Turner
Voting Nay: None
Absent: None

Item #R4 – **PUBLIC HEARING** and consideration of an Ordinance amending a Special Use Permit for a public building to be used by the federal government, located at 4900 Airport Parkway, on application from the United States Postal Service, represented by Mr. Dennis Delisse of MPI Architects.

The public hearing was continued from the September 28, 2004 Council meeting. Mayor Wheeler closed the public hearing.

This item was withdrawn by staff.

Item #R5 – **PUBLIC HEARING** and consideration of an Ordinance approving a change of zoning from Commercial-1 (C-1) district to a Planned Development (PD) district for a hotel/motel use and approval of a Special Use Permit (SUP) for a restaurant and a Special Use Permit (SUP) for the sale of alcoholic beverages for on-premises consumption only, Wingate Inn, located at 4960 Arapaho Road, on application from Hospitality Management Corporation, represented by Mr. John O'Connor.

This item was withdrawn by staff.

Item #R6 – **PUBLIC HEARING** and consideration of an Ordinance approving a Special Use Permit (SUP) for a restaurant and a Special Use Permit (SUP) for the sale of alcoholic beverages for on-premises consumption only, Café Japon/Bo Ba Tea House, located at 4933 Belt Line Road, on application from Mr. Chung Keung Lui. Presentation and consideration of approval of the Addison Arbor Foundation's 20 year strategic plan.

Mayor Wheeler opened the meeting as a public hearing. There were no questions or comments. Mayor Wheeler closed the meeting as a public hearing.

Councilmember Turner moved to duly pass Ordinance No. 004-047 approving a Special Use Permit (SUP) for a restaurant and a Special Use Permit (SUP) for the sale of alcoholic beverages for on-premises consumption only, Café Japon/Bo Ba Tea House, located at 4933 Belt Line Road, subject to the following conditions:

1. The landscaping on the southwest corner of the building must be installed prior to the issuance of a Certificate of occupancy for the restaurant.
2. The term "bar", "tavern", or any equivalent term, or graphic depiction associated with alcoholic beverages shall not be used in exterior signs.

Council Niemann seconded. The motion carried.

Voting Aye: Wheeler, Braun, Chow, Hirsch, Niemann, Silver, Turner
Voting Nay: None
Absent: None

Item #R7 – Consideration of a Resolution authorizing the City Manager to enter into an agreement with Xelerate Group to provide marketing, events and sponsorship services October 1, 2004-September 30, 2005 for the Town of Addison.

Councilmember Silver moved to duly pass Resolution No. R04-089 authorizing the City Manager to enter into an agreement with Xelerate Group to provide marketing, events and sponsorship services October 1, 2004-September 30, 2005 for the Town of Addison. Councilmember Turner seconded. The motion carried.

Voting Aye: Wheeler, Braun, Chow, Hirsch, Niemann, Silver, Turner
Voting Nay: None
Absent: None

Item #R8 – Consideration of a Resolution relating to the giving of notice of intention to issue Town of Addison, Texas Combination Tax and Revenue Certificates of Obligation, Series 2004 and appointing a Hearing Officer for the purpose of conducting a public hearing pursuant to Section 147(F) of the Internal Revenue Code of 1986, as amended.

Councilmember Turner moved to duly pass Resolution No. R04-090 relating to the giving of notice of intention to issue Town of Addison, Texas Combination Tax and Revenue Certificates of Obligation, Series 2004 and appointing a Hearing Officer for the purpose of

conducting a public hearing pursuant to Section 147(F) of the Internal Revenue Code of 1986, as amended, subject to a revision allowing the Mayor or his designee to serve as the hearing officer. Councilmember Chow seconded. The motion carried.

Voting Aye: Wheeler, Braun, Chow, Hirsch, Niemann, Silver, Turner
Voting Nay: None
Absent: None

Item #R9 – Consideration of a Resolution authorizing the City Manager to enter into a Memorandum of Understanding (MOU) with the Dallas County Health Authority for assistance during health emergencies and acts of bio-terrorism.

Councilmember Chow moved to duly pass Resolution No. R04-091 authorizing the City Manager to enter into a Memorandum of Understanding (MOU) with the Dallas County Health Authority for assistance during health emergencies and acts of bio-terrorism. Councilmember Niemann seconded. The motion carried.

Voting Aye: Wheeler, Braun, Chow, Hirsch, Niemann, Silver, Turner
Voting Nay: None
Absent: None

Item #R10 – Consideration of a Resolution authorizing the City Manager to enter into a Third Supplemental Agreement to the Interlocal Agreement with the City of Carrollton for the installation, operation and maintenance of a Metrocrest Radio System.

Councilmember Turner moved to duly pass Resolution No. R04-092 authorizing the City Manager to enter into a Third Supplemental Agreement to the Interlocal Agreement with the City of Carrollton for the installation, operation and maintenance of a Metrocrest Radio System. Councilmember Braun seconded. The motion carried.

Voting Aye: Wheeler, Braun, Chow, Hirsch, Niemann, Silver, Turner
Voting Nay: None
Absent: None

Item #R11 – Consideration of a Resolution authorizing the City Manager to enter into an agreement with Affiliated Computer Services, Inc. (ACS) in connection with the Supplemental Metrocrest Radio System Interlocal Agreement between the City of Carrollton, Texas and the Town of Addison, Texas.

Councilmember Chow moved to duly pass Resolution No. R04-093 authorizing the City Manager to enter into an agreement with Affiliated Computer Services, Inc. (ACS) in connection with the Supplemental Metrocrest Radio System Interlocal Agreement between the City of Carrollton, Texas and the Town of Addison, Texas, subject to the revisions approved by the City Attorney. Councilmember Turner seconded. The motion carried.

Voting Aye: Wheeler, Braun, Chow, Hirsch, Niemann, Silver, Turner
Voting Nay: None
Absent: None

Item #R12 – Consideration of approval of award of bid and a Resolution authorizing the City Manager to enter into a contract, including incentives, in an amount not to exceed \$830,766.00 with APAC-Texas, Inc. for the construction of the Belt Line Road pavement rehabilitation from Marsh Lane to Dallas North Tollway.

Councilmember Silver moved to duly pass Resolution No. R04-094 authorizing the City Manager to enter into a contract, including incentives, in an amount not to exceed \$830,766.00 with APAC-Texas, Inc. for the construction of the Belt Line Road pavement rehabilitation from Marsh Lane to Dallas North Tollway. Councilmember Turner seconded. The motion carried.

Voting Aye: Wheeler, Braun, Chow, Hirsch, Niemann, Silver, Turner
Voting Nay: None
Absent: None

There being no further business before the Council, the meeting was adjourned.

Mayor

Attest:

City Secretary

Council Agenda Item: #2b

SUMMARY:

Annual contract with the Dallas County Health Dept. for the Town of Addison to participate in the cost of providing selected public health services at reduced prices to Addison residents.

FINANCIAL IMPACT:

Budgeted Amount: \$5,751

Cost: \$5,751

BACKGROUND:

Being that the Town of Addison does not offer public health services in-house (i.e. immunizations, sexually transmitted disease screening, etc.), we enter into an annual contract with the Dallas County Health Dept. to make available and defray some of the costs of certain health services for less fortunate residents. Find attached a cover letter from Dallas County and a copy of a contract obligating the Town of Addison for payment of \$5,751 based on expenses incurred in calendar year 2003.

Also find attached a historical summary of past contracts and several addendums relevant to this year's contract.

RECOMMENDATION:

Staff recommends approval



#2b-2

October 5, 2004

TO: The Honorable Mayor and the Addison City Council
FROM: Neil Gayden, Environmental Services Official
RE: Annual Health Services Contract with Dallas County

Being that the Town of Addison does not offer in-house public health services (i.e. immunizations, venereal disease screening, etc.), we have entered into an annual contractual relationship with Dallas County Health & Human Services for many years to make available and underwrite some of the costs of certain health services for our less fortunate residents. Please find attached a letter from Dallas County and two (2) copies of a contract obligating the Town of Addison for payment of \$5,751.00 based on expenses incurred in calendar year 2003.

Also attached is an historical summary of past contracts and services rendered. I am available to answer any questions that may arise.

Attachments



DALLAS COUNTY
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION

#2b-3

ZACHARY THOMPSON
DIRECTOR

DR. DAVID BUHNER
MEDICAL DIRECTOR

August 24, 2004

Honorable R. Scott Wheeler
Mayor of the Town of Addison
P.O. Box 9010
Addison, TX 75001-9010

Dear Mayor Wheeler:

Enclosed please find the **FY'05** contract for **Health Services** between your city and the Dallas County Department of Health and Human Services. The contract cost is based on the FY'04 contract amount.

Please present this contract to your city council for their approval and return signed copies to Dallas County Department of Health and Human Services. If our services are required in presenting the agreement to your council, we will be more than happy to assist you. Also enclosed is a copy of the **FY'05 Exhibits A, B, C, and D**. If you would like to receive an electronic version of the FY'05 contract for Health Services, please email Pamela Dorrough at pdorough@dallascounty.org. Thank you for your continued support for quality health care for the citizens of Dallas County.

Should you have any questions, please feel free to contact Denise Cherry at (214) 819-2104.

Sincerely,

A handwritten signature in cursive script, reading "Zachary Thompson", is written over the printed name and title.

Zachary Thompson
Director

enclosures

xc: Denise Cherry, Program Monitor

**FY'2005 FEE SCHEDULE
EXHIBIT A**

SEXUALLY TRANSMITTED

treatment	\$20 - \$45 (Sliding Scale)
lood Drawing	\$5
ryosurgery (F)	\$60
ryosurgery (M)	\$50
hemical Lesion Reduction	\$45
Medical Records Copies	\$5 each

CRIMINAL TESTING

Blood Draws	\$38
Buccal Swabs	\$38

TUBERCULOSIS

linic Treatment	Sliding Fee Scale -Minimum \$40	Skin Test	\$20
chest X-Rays	\$50	Chest X-Ray Copies	\$5

LABORATORY

et Prep	\$6 each	Pregnancy Test	\$15 each
ram Stain	\$6 each	Urinalysis	\$15 each
C Culture	\$14 each	Dark Field	\$16 each
PR	\$11 each	Chancroid Culture	\$10 each
EN Probe GC Screen	\$23 each	Herpes Culture	\$38 each
EN Probe CT Screen	\$23 each	Herpes Type 1 Serology	\$35 each
IV Test	\$15 each	Herpes Type 2 Serology	\$35 each
IV Test - Rapid	\$20 each	Group A Strep	\$14 each
almonella/Shigella	\$16 each	<i>Urine Screen:</i>	
B Culture & Concentration	\$25 each	Neisseria Gonorrhoeae	\$47 each
B Identification	\$15 each	Chlamydia Trachomatis	\$47 each
B Susceptibility	\$31 each	Lead Screen	\$10 each
B Acid Fast Stain	\$ 8 each		

NURSING SERVICE

epatitis A Havrix	\$40/Injection	<i>Immunization/VFC Program:</i>	
epatitis B Vaccine	\$150/series	DPT,DT,Hib,	\$5/Per child
winrix	\$60/Injection	Diabetic Testing	\$5/Test
epatitis C Screening	\$35/Test	Pneumococcal	\$30/Injection
epatitis C Vaccine	\$150/series	Influenza Vaccine	\$15/Injection
DCV (IM) Rabies	\$390/series	MMR	\$50/Injection
DCV (ID) Rabies	\$270/series	TD	\$25/Injection
apanese Encephalitis	\$255/series	IPV	\$40/Injection
enegococcal Vaccine	\$85/Injection	EPSDT	\$40/Screen
typhoid (Polysaccharide)	\$60/Injection	Well Baby	\$5/Visit
arivax	\$70/Injection	<i>Records:</i>	
ellow Fever Vaccine	\$85/Injection	Immunization Record	\$5 each
yme Disease Vaccine	\$240/Series	Foreign Travel Yellow Card	\$3 each
abies Administrative Fee/			
erves State Vaccine	\$25		
oreign Travel Office Visit Fee	\$25		

ENVIRONMENTAL HEALTH

septic Tank Inspection	*\$260/Commercial/Business	Day Care Center Inspections	\$2/per authorized child
	*\$210/Residential	Temporary Food Permit	\$50/plus \$5 per day
septic Tank Re-inspection	\$25/Residential	Funeral Home Inspection	\$150
	\$75/Commercial	FHA, VA, Conventional Loans	\$100/Licensed
ood Establishment Inspection	\$150/yr./establishment		\$125/Unlicensed
alf-Way Houses & Boarding	\$75/plus \$25 for each	Annual Group Home Inspection	\$50
omes, Residential	additional unit on site	Food Handler Class	\$10/per person
osquito Spraying for Non-		Sub-division Plat Approval	\$200/Residential
ontracting cities	\$185/ per hour		\$150/Commercial
Water Sample	\$35	Animal Control/Quarantine	\$7/per day
osquito Testing	\$35	Animal Control/Vicious Animal	\$12/per day
ood Managers Certification Program	\$85/per person		

January, 2003 thru December, 2003

<i>Municipality</i>	<i>Tuberculosis</i>	<i>Sexually Transmitted Diseases</i>	<i>Laboratory</i>	<i>Communicable Disease</i>
<i>Addison</i>	102	56	367	97
<i>Alach Springs</i>	505	73	207	165
<i>Carrollton</i>	1247	188	1632	800
<i>Cedar Hill</i>	168	135	301	196
<i>Cockrell Hill</i>	312	0	4	141
<i>Coppell</i>	327	17	33	185
<i>Dallas</i>	41220	11500	61872	16524
<i>Desoto</i>	175	151	238	253
<i>Duncanville</i>	342	114	500	277
<i>Emers Branch</i>	566	70	288	199
<i>Garland</i>	2367	533	4300	1580
<i>Glenn Heights</i>	52	27	11	60
<i>Grand Prairie</i>	1404	317	2502	994
<i>Highland Park</i>	0	0	0	35
<i>Hutchins</i>	17	26	139	11
<i>Irving</i>	3134	751	5279	1806
<i>Lancaster</i>	86	233	615	258
<i>Mesquite</i>	1218	338	2415	1208
<i>Richardson</i>	1241	157	838	975
<i>Rowlett</i>	106	51	147	341
<i>Sachse</i>	42	14	15	91
<i>Seagoville</i>	17	36	193	92
<i>Sunnyvale</i>	5	0	3	42
<i>University Park</i>	0	0	0	10
<i>Wilmer</i>	10	24	2221	56
<i>out of County</i>	326	877	3608	5207
<i>Total</i>	<i>54989</i>	<i>15688</i>	<i>87728</i>	<i>31603</i>

DALLAS COUNTY HEALTH & HUMAN SERVICES

EXHIBIT C

FY '05

Municipality	TB Clinic	STD Clinic	Public Health Lab	Communicable Disease Control	FY '04 Contract Total
Addison	1,855	4,016	4,811	1,074	5,751
Balch Springs	9,184	5,235	2,714	1,827	9,377
Carrollton	22,677	13,482	21,393	8,860	23,823
Cedar Hill	3,055	9,681	3,946	2,171	2,498
Cockrell Hill	5,674	0	52	1,562	2,301
Coppell	5,947	1,219	433	2,049	3,131
Dallas	749,604	824,675	811,061	183,002	1,754,252
Desoto	3,182	10,828	3,120	2,802	17,620
Duncanville	6,219	8,175	6,554	3,068	11,273
Farmers Branch	10,293	5,020	3,775	2,204	14,853
Garland	43,045	38,222	56,367	17,498	80,156
Glenn Heights	946	1,936	144	664	574
Grand Prairie	25,532	22,732	32,798	11,008	38,854
Highland Park	0	0	0	388	132
Hutchins	309	1,864	1,822	122	3,149
Irving	56,993	53,855	69,201	20,001	81,906
Lancaster	1,564	16,709	8,062	2,857	12,106
Mesquite	22,150	24,238	31,658	13,378	31,608
Richardson	22,568	11,259	10,985	10,798	23,756
Rowlett	1,928	3,657	1,927	3,777	4,925
Sachse	764	1,004	197	1,008	362
Seagoville	309	2,582	2,530	1,019	6,440
Sunnyvale	91	0	39	465	99
University Park	0	0	0	111	48
Wilmer	182	1,721	29,114	620	2,597
Out of County	5,928	62,890	47,296	57,667	77,142
	\$1,000,000	\$1,125,000	\$1,150,000	\$350,000	\$2,208,733

FY'05 CONTRACT COSTS

MUNICIPALITIES	CONTRACT COST
ADDISON	\$5,751
BALCH SPRINGS	\$9,377
CARROLLTON	\$23,823
CEDAR HILL	\$2,498
COCKRELL HILL	\$2,301
COPPELL	\$3,131
* DALLAS	\$1,754,252
* DESOTO	\$17,620
* DUNCANVILLE	\$11,273
FARMERS BRANCH	\$14,853
* GARLAND	\$80,156
GLENN HEIGHTS	\$574
GRAND PRAIRIE	\$38,854
HIGHLAND PARK	\$132
HUTCHINS	\$3,149
IRVING	\$81,906
LANCASTER	\$12,106
* MESQUITE	\$31,608
* RICHARDSON	\$23,756
ROWLETT	\$4,925
SACHSE	\$362
* SEAGOVILLE	\$6,440
SUNNYVALE	\$99
UNIVERSITY PARK	\$48
* WILMER	\$2,597
* UNINCORPORATED	\$77,142
TOTAL	\$2,208,733

*NON-CONTRACTING CITIES

THE STATE OF TEXAS	§	AGREEMENT BETWEEN DALLAS COUNTY,
	§	ON BEHALF OF DALLAS COUNTY HEALTH
	§	AND HUMAN SERVICES, AND THE TOWN OF
COUNTY OF DALLAS	§	ADDISON, TEXAS

1. PARTIES

Whereas, Dallas County (“County”) has offered to provide certain health services to the various cities throughout Dallas County on a contract for services basis; and

Whereas, the Town of Addison, Texas (“Town”) desires to participate with County in establishing coordinated health services for Town and all of Dallas County; and

Whereas, County will operate certain health services for the residents of Town in order to promote the effectiveness of local public health programs; and

Whereas, the cooperative effort of County and cities located within Dallas County (including Town) will allow those cities to participate with County in providing public health services for their residents; and

Whereas, such cooperative effort serves and further the public purpose and benefit the citizens of County as a whole.

Now therefore, County, on behalf of Dallas County Health and Human Services (“DCHHS”), enters into this Agreement (“Agreement”) with Town, pursuant to the authority of the Texas Health and Safety Code Chapter 121, the Texas Government Code Chapter 791, and other applicable laws, for and in consideration of the foregoing and the terms and conditions hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

2. HEALTH SERVICES TO BE PERFORMED

A. County agrees to operate the Dallas County Health Services Program ("Program"), which will include the following health services:

- 1) Tuberculosis Control Services: providing preventive, diagnostic treatment, and epidemiological services;
- 2) Sexually Transmitted Disease Control Services: consisting of education to motivate people to use preventive measures and to seek early treatment, prophylaxis, epidemiological investigation, and counseling in accordance with County policy;
- 3) Communicable Disease Control Services: providing information concerning immunization and communicable diseases and coordinating with the Texas Department of Health in monitoring communicable diseases;

- 4) Laboratory Services: performing chemical, biological, and bacteriological analysis and tests on which are based diagnosis of disease, effectiveness of treatment, the quality of the environment, the safety of substance for human consumption, and the control of communicable disease;
- B. County agrees to provide to Town, in accordance with state and federal law, the following public health services:
- 1) Immunizations;
 - 2) Child health care;
 - 3) High risk infant case management; and
 - 4) Home visits.
- County also agrees to work with Town in order to decentralize clinics and to plan and provide for desired services by Town; however, any other services that Town requires, in addition to the above mentioned services, may result in additional fees to Town.
- C. County agrees to charge a sliding fee based on ability to pay to all residents of every municipality, including Town, in Dallas County. The fees charged by County for the services listed in Section 2A will be used to offset the Town's Program costs during the Term as described in this Agreement. A schedule of fees to be charged by County is set out in "Exhibit A" attached hereto and incorporated herein for all purposes.
- D. County agrees that the level of service provided in the Program for Town will not be diminished below the level of service provided to Town for the same services in the prior fiscal year except as indicated in Section 2E of this Agreement. For purposes of Section 2E, level of service is measured by the number of patient visits and number of specimens examined. County will submit to Town a monthly statement, which will also include the number of patient visits and number of specimens examined during the preceding month.
- E. The possibility exists of reductions in state and federal funding to the Program that could result in curtailment of services if not subsidized at the local level. County will notify Town in writing of the amount of reduction, if any, and the extent to which services will be curtailed as a result, if any. The notice will also include an amount that Town may elect to pay to maintain the original level of services. Town will notify County in writing no later than fourteen (14) calendar days after the date of Town's receipt of the notice of funding reduction as to Town's decision to pay the requested amount or to accept the curtailment of service. If Town elects to pay the requested amount, payment is due no later than forty-five (45) calendar days after the date of the notice of funding reduction.

3. BUDGET

- A. County agrees to submit to Town by July of each year a proposed budget describing the proposed level of services for the next fiscal year (the fiscal year following the Term described in this Agreement);
- B. For the Term of this Agreement County agrees to provide the services listed in Section 2 at the level of services and for the amount stated on Exhibit D, which is attached hereto and incorporated herein for all purposes;
- C. Town shall pay to County for the Term the amount stated in Exhibit D, Five Thousand Seven Hundred Fifty One and 00/100 Dollars (\$5,751.00), which is the agreed upon amount of Town's share of the total cost of the Program less federal and state funding.
- D. In lieu of paying the actual dollar amount stated in this Agreement, Town has the option of making a request to negotiate for in-kind services that are equal in value to the total amount.
- E. This Agreement is contingent upon Town's appropriation of funds for the services set forth herein. In the event Town fails to appropriate such funds, neither Town nor County shall incur any obligations under this Agreement.

4. ASSURANCES

- A. County shall operate and supervise the Program.
- B. Nothing in this Agreement shall be construed to restrict the authority of Town over its health programs or environmental health programs or to limit the operations or services of those programs.
- C. Town and County agree that other cities/towns/municipalities may join the Program by entering into an agreement with County that contains the same basic terms and conditions as this Agreement.

5. FINANCING OF SERVICES

- A. The health services provided under this Agreement will be financed as follows:
 - 1) Town and County will make available to the Program all federal and state funds and equipment received by Town or County for the Program to provide the health services included under this Agreement and will use reasonable efforts to cause these funds, if any, to continue to increase.
 - 2) Town shall pay to County, or provide in-kind services, its share of budgeted costs that are in excess of the federal and state funding for providing the health services under this Agreement. Town's share of such budgeted costs shall not exceed those reflected in Exhibit D for the appropriate fiscal year.
- B. Town has elected to pay to County a lump sum payment for the Term the amount stated in

Exhibit D.

- C. Any payment not made within thirty (30) calendar days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.
- D. Town and County agree that no more than ten percent (10%) of the Town's cost of participating in the Program will be used for administration of the Program.
- E. All payments for the performance of services under this Agreement shall be paid from current revenues available to the Town.

6. TERM

This Agreement shall be effective from October 1, 2004 through September 30, 2005 ("Term"), unless otherwise stated in this Agreement.

7. TERMINATION

- A. Without Cause: This Agreement may be terminated in writing, without cause, by either party upon thirty (30) calendar days prior written notice to the other party.
- B. With Cause: The County reserves the right to terminate, by written notice to Town, the Agreement immediately, in whole or in part, at its sole discretion, for the following reasons:
 - 1) Lack of, or reduction in, funding or resources;
 - 2) Non-performance by Town of this Agreement, after written notice is given by County to Town specifying such non-performance, and failure of Town to cure such non-performance within fourteen (14) calendar days (or such longer period of time as set forth in the notice) after its receipt of such notice;
 - 3) Town's improper, misuse or inept use of funds or resources directly related to this Agreement;
 - 4) Town's submission of data, statements and/or reports that are incorrect, incomplete and/or false in any way.
- C. In the event of any such termination, County shall refund to Town a ratable portion of Town's lump sum payment made to County hereunder in accordance with the following formula: $\text{Amount of Town's Payment} \times \text{Number of Months Remaining in Fiscal Year (excluding the month of termination)} \div 12$.

8. RESPONSIBILITY

County and Town agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any

sovereign immunity available to County or Town or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

9. INSURANCE

Town and County agree that they will, at all times during the term of this Agreement, maintain in full force and effect insurance or self-insurance. Town and County will be responsible for their respective costs of such insurance, any and all deductible amounts in any policy and any denials of coverage made by their respective insurers.

10. ACCESS TO RECORDS RELEVANT TO PROGRAM

Town and County agree to provide to the other upon request, copies of the books and records relating to the Program. Town and County further agree to give Town and County health officials' access to all Program activities.

11. NOTICE

Any notice to be given under this Agreement shall be deemed to have been given if reduced to writing and delivered in person by a reputable courier service or mailed by Registered Mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below. Such notice, demand or request shall be deemed to have been given, if by courier, at the time of delivery, or if by mail, three (3) business days subsequent to the deposit of the notice in the United States mail in accordance herewith. The names and addresses of the parties' hereto to whom notice is to be sent are as follows:

Zachary Thompson, Director
Dallas County Health & Human Services
2377 N. Stemmons Freeway, LB 12
Dallas, TX 75207-2710

Carmen Moran, Town Secretary
Town of Addison
PO. Box 9010
Addison, TX 75001-9010
(972) 450-2881

12. SOVEREIGN IMMUNITY

This Agreement is expressly made subject to County's and Town's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that Town or County has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

13. COMPLIANCE WITH LAWS AND VENUE

In providing services required by this Agreement, Town and County must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or

materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. Texas law shall govern this Agreement and exclusive venue shall lie in Dallas County, Texas.

14. AMENDMENTS AND CHANGES IN THE LAW

No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

15. ENTIRE AGREEMENT

This Agreement, including all Exhibits and attachments, constitutes the entire agreement between the parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written.

16. BINDING EFFECT

This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

17. GOVERNMENT FUNDED PROJECT

If this Agreement is funded in part by either the State of Texas or the federal government, County and Town agree to timely comply without additional cost or expense to the other party, unless otherwise specified herein, to any statute, rule, regulation, grant, contract provision or other State or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the terms of this Agreement, but only if and to the extent the same is directly applicable to County or Town, as the case may be.

18. DEFAULT/CUMULATIVE RIGHTS/MITIGATION

In the event of a default by either party, it is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. County and Town, each, have a duty to mitigate damages.

19. FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained herein, the obligations of the County and Town under this Agreement are expressly contingent upon the availability of funding for each item and obligation

contained herein for the Term of the Agreement and any extensions thereto. Town and County shall have no right of action against the other party in the event the other party is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County or Town is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, each party, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to the other party at the earliest possible time prior to the end of its fiscal year.

20. COUNTERPARTS, NUMBER/GENDER AND HEADINGS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender and any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

21. PREVENTION OF FRAUD AND ABUSE

Town and County shall establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. Any known or suspected incident of fraud or program abuse involving County or Town's employees or agents shall be reported immediately by the County to the Office of the Inspector General for appropriate action. Moreover, Town and County warrant to be not listed on a local, county, State or federal consolidated list of debarred, suspended and ineligible contractors and grantees. Town and County agree that every person who, as part of their employment, receives, disburses, handles or has access to funds collected pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. Each party shall, upon notice by the other party, refund expenditures to the other party that are contrary to this Agreement and deemed inappropriate by any court of competent jurisdiction.

22. AGENCY / INDEPENDENT CONTRACTOR

County and Town agree that the terms and conditions of this Agreement do not constitute the creation of a separate legal entity or the creation of legal responsibilities of either party other than under the terms of this Agreement. County and Town are and shall be acting as independent contractors under this Agreement; accordingly, nothing contained in this Agreement shall be construed as establishing a master/servant, employer/employee, partnership, joint venture, or joint enterprise relationship between County and Town. Town and County are responsible for their own acts, forbearance, negligence and deeds, and for those of their respective agents or employees in conjunction with the performance of work covered under this Agreement.

23. SEVERABILITY

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

24. SIGNATORY WARRANTY

The person or persons signing and executing this Agreement on behalf of County and Town, or representing themselves as signing and executing this Agreement on behalf of County and Town, do hereby warrant and represent that such person or persons have been duly authorized by County or Town, as the case may be, to execute this Agreement on behalf of County or Town and to validly and legally bind County and Town to all terms, performances and provisions herein set forth.

The Town of Addison has executed this Agreement pursuant to duly authorized Town Council Resolution No. _____, dated _____, 200____. The County of Dallas has executed this Agreement pursuant to Commissioners Court Order No. _____, on this _____ day of _____ 200_____.

Executed this _____ day of _____ 200_____.

COUNTY:

TOWN:

By: Margaret Keliher
Dallas County Judge

By: _____
Mayor

RECOMMENDED:

By: Zachary Thompson
Director, DCHHS

By: _____
Town Secretary

APPROVED AS TO FORM*:

By: Bob Schell
Chief, Civil Division
Assistant District Attorney

By: Town Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

CONTRACTS WITH DALLAS CO. FOR PUBLIC HEALTH SERVICES

(Contract amounts based on usership during previous calendar year)

<u>Fiscal Year</u>	<u>96-97</u>	<u>97-98</u>	<u>98-99</u>	<u>99-00</u>	<u>00-01</u>	<u>01-02</u>	<u>02-03</u>	<u>03-04</u>	<u>04-05</u>
<u>Contract Amt.</u>	\$4,143	\$6,776	\$6,776	\$6,776	\$5,751	\$5,751	\$5,751	\$5,751	\$5,751

<u>Cal yr</u>	<u>1995</u>	<u>1996</u>	<u>1997</u>	<u>1998</u>	<u>1999</u>	<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
STD	27	109	109	27	47	43	37	80	56
TB	57	57	57	247	25	199	85	179	102
LAB	260	210	210	236	242	197	301	280	367
COM DIS	54	34	34	249	127	276	172	127	97

STD - sexually transmitted diseases

TB - tuberculosis

LAB - laboratory services

COMM DIS - communicable diseases

Council Agenda Item: #2c

SUMMARY:

Annual contract for FY '05 with the Trinity River Authority to provide inspection, sampling and laboratory analysis on certain industries in Addison to comply with wastewater pretreatment laws as required by EPA.

FINANCIAL IMPACT:

Budgeted Amount: \$0

Cost: \$0

BACKGROUND:

The EPA requires that industries categorized as significant industrial users (SIUs) regarding their wastewater discharges be scrutinized by the local governing authority for compliance with federal law. Since the Trinity River Authority (TRA) treats all of the wastewater generated in the industrially zoned areas in Addison and is the agency responsible to the EPA, in the interest of impartiality and credibility, we felt it is prudent to continue our relationship with TRA for EPA required services.

Being that the actual expenditures to TRA are recoverable from SIUs, no monies are budgeted for this regulatory program. An enterprise account (#01-000-11505) in the Utility Fund has been created to handle this financial arrangement. For your information, we do not expect expenditures for the term of this contract to exceed \$3,000. Find attached a cover letter from TRA and a contract for technical services.

RECOMMENDATION:

Staff recommends approval

3110.500.040.100

August 30, 2004

Mr. Neil Gayden
Supervisor, Environmental Services
City of Addison
P.O. Box 9010
Addison, Texas 75001-9010

Dear Mr. Gayden:

Subject: Contract for Services - Fiscal Year 2005
Revised Technical Services Fee Schedule
Central Regional Wastewater System

The Trinity River Authority Board of Directors, in Board Action June, 2004, approved the Technical Services Fee Schedule for Fiscal Year 2005, which is in connection with all contracting work relating to the analysis of water and wastewater, industrial inspections, and/or sampling services. As in past years we propose to continue performing associated services to all Authority Contributing Parties under the provisions of a contract for services. Enclosed please find two (2) copies of the Trinity River Authority Contract for Services and Fee Schedules for Fiscal Year 2005 attached for your review and official authorization. Upon the City's approval for requested services between the City and Trinity River Authority, please return both notarized or sealed copies with Attachment A - Technical Services Fee Schedules for final execution to this office. After execution by the Authority's General Manager, one (1) original Contract for Services will be returned for your files unless otherwise noted by the City.

Please address and refer the correspondence regarding this matter to:

Trinity River Authority
Central Regional Wastewater System
6500 West Singleton Blvd.
Dallas, Texas 75212
Attention: Wm. B. Cyrus, Manager Technical Services

August 27, 2004
FY-2005 Contract for Services
Page 2

To coordinate our efforts accordingly, the Authority requests the approval of the contract to begin on October 1, 2004, and terminate on date specified by the contracting party in Section VI. Please note that the contract may now be greater than one (1) year at the contracting party's preference.

Also enclosed are additional copies of our Board Approved Fiscal Year 2005 Services Fee Schedule for your use and files. The service fees are effective December 1, 2004 through November 30, 2005. Historically the fee schedule for these services is derived annually from the direct costs of performing each test, including manpower, materials, supplies, and equipment costs. Additionally, the cost associated with maintaining quality assurance is included in the cost of the test.

Should you have any questions concerning this contract or changes in fee schedule, please contact this office at your convenience.

Sincerely,

WM. B.CYRUS
Manager, Technical Services

BC/jc

Enclosures

TECHNICAL SERVICES FEE SCHEDULE
FOR
LABORATORY ANALYSES
INDUSTRIAL INSPECTIONS
AND
INDUSTRIAL SAMPLING

FISCAL YEAR 2005

December 1, 2004 through November 30, 2005

CHEMICAL ANALYSES

WATER

Alkalinity, Total	\$ 8.00	pH	\$ 6.05
Alkalinity, Phenolphthalein	\$ 8.00	pH Sediment	\$ 9.70
Bicarbonate	\$ 10.75	Phosphorus:	
Carbonate	\$ 10.50	Ortho	\$ 9.00
Biochemical Oxygen Demand (BOD5)	\$ 22.65	Total	\$ 15.45
Biochemical Oxygen Demand (C-BOD5)	\$ 23.10	Solids:	
Biochemical Oxygen Demand (C-BOD20)	\$ 23.10	Total (TS)	\$ 8.00
Biochemical Oxygen Demand (BOD20)	\$ 22.65	Total Dissolved (TDS)	\$ 14.25
Biochemical Oxygen Demand (BOD-7)	\$ 22.65	Total Suspended (TSS)	\$ 11.55
Chemical Oxygen Demand	\$ 11.90	Volatile Suspended (VSS) After TSS	\$ 5.90
Chloride	\$ 8.25	Sulfate	\$ 22.05
Chromium Hexavalent	\$ 16.25	Sulfide	\$ 10.50
Chromium Hexavalent - Low Level	\$ 20.50	Surfactants - MBAS	\$ 38.85
Conductance, Specific	\$ 6.50	Total Petroleum Hydrocarbons	\$ 67.20
Conductance, Diluted	\$ 11.55	Total Organic Carbon	\$ 11.75
Cyanide	\$ 44.00	Turbidity	\$ 6.65
Cyanide (Amendable to Chlorination)	\$ 51.00	Chlorophyll "a"	\$ 12.35
Fluoride, Dissolved	\$ 12.80	Chlorophyll "a" and Pheophytin "a"	\$ 16.00
Fluoride, Total	\$ 12.25	Dissolved Organic Carbon	\$ 12.35
Glycols	\$ 11.00	UV254	\$ 12.25
Hardness	\$ 12.75		
Ignitability (Pensky-Martens)	\$ 49.35		
Nitrogen:			
Ammonia	\$ 9.45	Chemical Oxygen Demand	\$ 30.35
Ammonia by Distillation	\$ 16.75	Cyanide	\$ 44.00
Kjeldahl, Total	\$ 18.45	Nitrogen, Kjeldahl, Total	\$ 21.75
Nitrate	\$ 9.00	Oil and Grease	\$ 32.55
Nitrite	\$ 9.00	Phosphorus, Total	\$ 18.16
Organic	\$ 31.50	Solids, Total Volatile	\$ 12.75
Oil and Grease	\$ 39.70	Total Petroleum Hydrocarbons	\$ 59.55

METAL ANALYSES (TOTAL)

\$10.00 EACH

Aluminium	Iron	Uranium
Antimony	Lead	Vanadium
Barium	Manganese	Zinc
Beryllium	Molybdenum	
Boron	Nickel	
Cadmium	Silver	
Chromium	Tellurium	
Cobalt	Thallium	
Copper	Tin	

\$8.40 EACH (DISSOLVED)

Calcium	Potassium
Magnesium	Silica
	Sodium

GFAA \$21.00 EACH

Arsenic
Selenium
Lead - Low Level
Copper - Low Level
Cadmium - Low Level
Thallium - Low Level

\$17.55 EACH

Mercury

SEDIMENT

PRIORITY POLLUTANT METALS

\$154.00

Antimony	Mercury
Arsenic	Nickel
Beryllium	Selenium
Cadmium	Silver
Chromium	Thallium
Copper	Zinc
Lead	

SAMPLE PREPARATION

Sediment and Oils	\$ 19.50
TCLP Toxicity Leachate	\$ 126.50

GAS CHROMATOGRAPHY ANALYSES

PRIORITY POLLUTANTS (GC/MS)

Base Neutrals(EPA 625/SW 8270)	\$ 231.00
Acid Extractables(EPA 625/SW 8270)	\$ 231.00
Volatiles(EPA 624/SW8260)	\$ 125.00

HERBICIDES

Chlorinated Phenoxy Acid	\$ 115.00
Herbicides (Confirmed and quantified)	

DRINKING/NATURAL WATER ORGANICS (GC/MS)

Volatile Organics (EPA 524.2)	\$ 125.00
Non-Volatile Organics (EPA 525)	\$ 220.00

PESTICIDES/PCB'S

Chlorinated Organics Preparation, Chlorinated Pesticides, Organophosphate Pesticides, and Polychlorinated Biphenyls (Sample preparation, extraction, and clean-up per sample)	\$ 140.75
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ADD :	
Pesticides 608 (Confirmation and quantification per sample)	\$ 71.70
Organophosphate Pesticide (Confirmation and quantification per sample)	\$ 73.85
Polychlorinated Biphenyls (PCB) - Water (Confirmation and quantification per sample)	\$ 78.28
- Oil (Confirmation and quantification per sample)	\$ 47.25

SAMPLE PREPARATION

ADD for Special Treatment/Per Sample (Sediment, Oil)	\$ 24.00
ADD for Special Treatment/Per Sample (TCLP Toxicity Leachate)	\$ 127.00

SPECIAL ANALYSES

TCLP/EP TOXICITY

Leachate Extraction Procedure	\$ 127.00
Metals: Arsenic, Barium, Cadmium Chromium, Lead, Mercury, Selenium Silver	\$ 108.55
Organics : Call for Information	

PRIORITY POLLUTANTS

Cyanides	\$ 44.00
Metals	\$ 161.00

MICROBIOLOGICAL ANALYSES

Coliform, Fecal (MF)	\$ 12.10
Coliform, Fecals (MPN)	\$ 77.20
Coliform, Total (MF)	\$ 11.55
Coliforms, Total/EC (MPN)	\$ 26.50
Coliforms, Total (MMO/MUG)	\$ 11.25
Microscopic General Examination	\$ 14.50
Streptococcus, Fecal (MF)	\$ 12.60
Heterotrophic Plate Count	\$ 12.50

TOXICITY TESTING

Chronic, <u>C. dubia</u> (3 Brood)	\$700.00
Chronic, <u>P. promelas</u> (Fathead Minnow - 7 Day)	\$700.00
24hr. Acute. <u>C. dubia</u>	\$225.00
24hr. Acute. <u>D. pulex</u>	\$225.00
24hr. Acute <u>P. promelas</u> (Fathead Minnow)	\$225.00
48hr. Acute. <u>C. dubia</u>	\$400.00
48hr. Acute. <u>D. pulex</u>	\$400.00
48hr. Acute <u>P. promelas</u> (Fathead Minnow)	\$400.00

INDUSTRIAL PRETREATMENT SERVICESINDUSTRIAL SAMPLING

Composite Sample	\$ 100.00
Additional Composite Sample	\$ 35.00
Grab Sample	\$ 50.00
Additional Grab Sample	\$ 10.00
Field pH	\$ 5.50
pH or DO only	\$ 50.00
Sampling Event Cost for a Failed Sample	\$ 50.00
Industry Split Sample	\$ 25.00

~Installation of Automatic Composite Samplers
 ~Grab Sampling
 ~Delivery to TRA Laboratory
 ~Field Testing Available
 ~Sample Preservation
 ~Proper Chain of Custody

INDUSTRIAL INSPECTION

Inspection/On Site	\$ 105.00
Inspection/On Site Unpermitted	\$ 90.00
Permit Preparation (new)	\$ 150.00
Permit Renewal	\$ 95.00
Field Surveillance Event	\$ 240.00

~Permit Application Review
 ~Verification of Application Data
 ~Consultation with Industries on Industrial Pretreatment
 ~Chemical Inventory Review
 ~Industry Split Sampling

GENERAL SERVICE INFORMATION

1. Effective Date: December 1, 2004. All prices listed are per sample and subject to review.
2. All analyses are run in accordance with "Standard Methods for the Examination of Water and Wastewater," 20th Edition, 1998 or most recent approved and/or EPA "Manual of Methods for Chemical Analysis of Water and Wastes," 1983 and the "3rd Edition of Solid Waste Manual SW 846."
3. Prices include a 10 percent charge added to the analyses cost to maintain the normal quality assurance program.
4. Customer required PRIORITY samples will billed at one and one-half times the routine rate. Emergency samples run immediately or RUSH will be billed at two times the routine rate. Standard turn around time is considered 15 business days for most testing. However there are exceptions specific to certain tests. Priority is half of the standard time for the test. The lab can provide turn around time detail for any test and it is recommended to call in advance of sample turn in or inquire at the time of turn in.
5. The Laboratory will follow Chain of Custody procedures for all samples. The customer may be contacted by the lab representative on any variance issues and written instruction may be requested concerning the variance.
5. Sample preparations, if required, are charged additionally as listed.
6. Sampling supplies will be provided upon request at a reasonable charge. Bacteriological sampling supplies are included in the cost of the analyses.
7. Samples* should be delivered to the laboratory before 4:00 p.m. on weekdays. Samples cannot be accepted on weekends or holidays unless special arrangements are made in advance.
 *(Bacteriological) samples should be delivered prior to 2:00 p.m. unless special arrangements are made in advance. For after-hour samples please call and arrange for leaving in cold storage vault with analyses request form.
8. A monthly invoice for completed analyses are mailed the following month.
9. Laboratory hours are weekdays 7:00 a.m. to 4:30 p.m. . Contact the Lab prior to or in emergency use the number below for weekend testing needs.
10. Environmental Field, Engineering Field and Pretreatment Services office hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. For after-hour emergencies, leave message with computer operator.
11. Environmental Field and Engineering Field Services are requested to be scheduled a minimum of 72 hours in advance.

FOR MORE INFORMATION, CONTACT:

METRO: (972) 263-2251

FAX: (972) 331-4414

William B. Cyrus
 Manager, Technical Services

Craig Harvey
 Laboratory Division Chief

Cynthia Belvin
 Pretreatment Coordinator

John Herndon
 Environmental Service Coordinator

Cathy Henderson
 Quality Assurance Coordinator

Mark Orbeck
 Technical Services Engineer

CONTRACT FOR TECHNICAL SERVICES

I. CONTRACTING PARTIES

The Receiving Agency: **Town of Addison**, whose authorized address is:

PO Box 9010

Addison, Texas 75001

Attn: Neil Gayden, R.S. Environmental Services Official

The Performing Agency: Trinity River Authority of Texas, whose authorized address is 5300 South Collins, P. O. Box 240, Arlington, Texas 76004-0240, Attention: Danny F. Vance, General Manager (or his designated representative).

II. STATEMENT OF SERVICES TO BE PERFORMED

In order to discharge the responsibilities associated with the enforcement of Federal, State, and City regulations, the Receiving Agency requires services of a laboratory qualified to perform water and wastewater analysis, and of personnel to conduct industrial inspection and/or sampling services, such services detailed in Section A, Subsections **1, 2 & 3**, below.

A. PERFORMANCE OF SERVICES

1. Industrial Inspection Services

In keeping with the foregoing, the Receiving Agency employs the Performing Agency and the Performing Agency agrees to perform industrial inspection services within the parameters listed on the attached schedule sheet.

The Performing Agency (Trinity River Authority of Texas) shall perform all Industrial Pretreatment Inspections, review permit applications and prepare for submittal Permits to Discharge Industrial Wastes to the Sanitary Sewer in accordance with procedures established by the Trinity River Authority of Texas in accordance with 40 CFR Part 403.8. Industrial Pretreatment Inspections, Application reviews and Permit preparations and submittals shall be in compliance with the Receiving Agency's Industrial Waste Ordinances, Sewer Ordinances Number **003-003**, and EPA General Pretreatment Regulations for Existing and New Sources. Records of Inspections, Applications and Permits shall be maintained as required by EPA General Pretreatment Regulations, 40 CFR Part 403.12.

2. Industrial Sampling Services

In keeping with the foregoing, the Receiving Agency employs the Performing Agency and the Performing Agency agrees to perform industrial sampling services within the parameters listed on the attached schedule sheet and in accordance with the Receiving Agency's Industrial Waste Ordinances and Sewer Ordinances Number **003-003**.

The Performing Agency (Trinity River Authority of Texas) shall perform all sample collections, sample preservation, and maintenance of chain-of-custody records in accordance to the approved procedures set forth in Test Methods for Evaluating Solid Waste, EPA Manual SW-846, Methods for Chemical Analysis of Water and Wastes, EPA Manual EPA-600/4-79-020, and the Handbook for Sampling and Sample Preservation of Water and Wastewater, EPA Manual EPA-600/4-82-029. The samples shall be properly collected, preserved and delivered by the Performing Agency to the Performing Agency's laboratory located at 6500 West Singleton Blvd., Dallas, Texas. When feasible flow or time composited sampling will be conducted. When composited sampling is not feasible, grab sampling will be appropriate.

3. Analytical Services

In keeping with the foregoing, the Receiving Agency employs the Performing Agency and the Performing Agency agrees to perform analytical services within the parameters listed on the attached schedule sheet.

The Receiving Agency will collect samples and deliver them to the laboratory for analysis. It is understood that these samples will be properly collected and preserved in accordance with applicable sections of A Practical Guide to Water Quality Studies of Streams, Federal Water Pollution Control Administration publication and Methods for Chemical Analysis for Water and Wastes, EPA manual, as well as the latest edition of Standard Methods for the Examination of Water and Wastewater. A chain-of-custody procedure shall be maintained in the field and the laboratory in accordance with procedures to be established by the Receiving Agency. The Receiving Agency will furnish chain-of-custody tags.

The Performing Agency (Trinity River Authority of Texas) will perform all analyses according to the approved procedures set forth in Standard Methods for the Examination of Water and Wastewater, current edition or the latest edition of Methods for Chemical Analysis of Water and Wastes, EPA manual. Samples will be analyzed by these methods on the production basis, to include appropriate analytical quality assurance procedures. Records will be kept for documentation of the Performing Agency's quality assurance program and copies will be available to the Receiving Agency upon request. Unusual interferences and problems will be reported to the Receiving Agency at its authorized address noted above. Research into specific techniques to overcome these difficulties will be undertaken when practical, and by mutual agreement. The sample information sheet submitted with each sample will designate the particular analysis or analyses to be made of each sample submitted. The laboratories will be operated in such a manner as to insure the legal sufficiency of the sample handling; analytical and reporting procedures; and to remedy effects in the procedures should such be discovered.

The various laboratory personnel shall be directed upon receipt of written notice from the Receiving Agency 72 hours in advance, to appear and testify in enforcement actions. In such event, the Receiving Agency shall pay travel and per diem expenses for such employees. Travel and per diem for court appearances hereunder shall be based on current State laws.

Receiving Agency may deliver to Performing Agency samples for analysis separate and apart from those samples collected by the Performing Agency. When the Receiving Agency delivers samples to the Performing Agency for analysis, the Receiving Agency shall indicate the nature and extent of the analyses it desires to be conducted. Performing Agency shall not be responsible for the manner of collection or chain-of-custody tags or sheets which are matters entirely outside Performing Agency's control. Performing Agency shall receive, log and perform such analyses of samples in accordance with that part of the chain-of-custody procedures identified as Transfer of Custody and Shipment attached hereto.

Samples analyzed to maintain the normal quality assurance program which the Performing Agency presently maintains in its laboratory will be charged to the Receiving Agency at the same rate as submitted samples.

B. TERMINATION

Either party to this Contract may terminate the Contract by giving the other party thirty (30) days notice in writing at their authorized address as noted previously. Upon delivery of such notice by either party to the other and before expiration of the thirty (30) day period, the Performing Agency will proceed promptly to cancel all existing orders, contracts, and obligations which are chargeable to this Contract. As soon as practicable after notice of termination is given, the Performing Agency will submit a voucher for work performed under this Contract through its termination. The Receiving Agency will pay the Performing Agency for the work performed less all prior payments. Copies of all completed or partially completed reports, documents, and studies prepared under this Contract will be delivered by the Performing Agency to the Receiving Agency when and if this Contract is terminated prior to the completion of the prescribed work.

C. AMENDING THE CONTRACT

The parties hereto without invalidating this Contract may alter or amend this Contract upon advance written agreement of both parties to exclude work being performed or to include additional work to be performed and to adjust the consideration to be paid hereunder by virtue of alterations or amendments.

III. BASIS FOR CALCULATING REIMBURSABLE COSTS

The financial basis for calculating reimbursable costs shall be as stated in Attachment A, said attachment A shall be revised and updated annually. A cost analysis shall be prepared each year by the Trinity River Authority of Texas and shall be approved by the Trinity River Authority of Texas Board of Directors prior to effective date of said revision.

The expenditures by the Trinity River Authority of Texas of funds paid to it under this Contract shall be subject to such State or Federal audit procedures as may be required by law and by accepted practices of the State or Federal auditor, or both, if requested. The Trinity River Authority of Texas shall be responsible for maintaining books of account that clearly, accurately and currently reflect financial transactions. The financial records must include all documents supporting entries on the account records which substantiate costs. The Trinity River Authority of Texas must keep the records readily available for examination for a period of three (3) years after the close of the last expenditure.

Reimbursement for the inspection, sampling, and/or analytical costs, and cost for any travel and per diem expenses shall not exceed **Three Thousand Dollars (\$3,000)** for the period of this Contract.

IV. CONTRACT AMOUNT

The total amount of this Contract shall not exceed **Three Thousand Dollars (\$3,000)** nor be less than **One Thousand Five Hundred Dollars (\$1,500)**, per annum, unless mutually agreed by the parties hereto.

V. PAYMENT FOR SERVICES

The Performing Agency shall bill the Receiving Agency monthly for services performed. Charges for these services shall be based on the attached cost schedules.

The Receiving Agency shall pay the monthly billings of the Performing Agency within thirty (30) days of their receipt.

VI. TERM OF CONTRACT

This Contract is to begin **October 1, 2004** and shall terminate **September 30, 2005** subject to Section II, paragraph B of this contract.

VII. INTERLOCAL AGREEMENT

Inasmuch as the Receiving Agency and the Performing Agency are political subdivisions of this state, and inasmuch as the testing of water and wastewater are critical to the maintenance of public health and such testing is therefore, a governmental function and service, this contract shall be deemed authorized by the Interlocal Cooperation Act, art. 4413(32c), Tex. Rev. Civ. Stat.

Receiving Agency:

Performing Agency:

CITY OF _____

TRINITY RIVER AUTHORITY OF TEXAS

BY: _____

BY: _____

TITLE: _____

GENERAL MANAGER

DATE: _____

DATE: _____

ATTEST: _____

ATTEST: _____

(SEAL)

(SEAL)

CHAIN-OF-CUSTODY PROCEDURES

Sample Collection

1. To the maximum extent achievable, as few people as possible should handle a sample.
2. Stream and effluent samples should be obtained using standard field sampling techniques and preservation procedures.
3. Chain-of-Custody tags or sheets should be attached to each sample at the time it is collected.

The tag or sheet contains basically laboratory (requested parameters) information; however, certain identifying items including City, City Code, Type Sample, Material Sampled, and Method of Preservation must be completed by the field personnel collecting the sample.

In completing the Chain-of-Custody tag or sheet, care should be utilized to insure that all necessary information is correctly and legibly entered onto the form. A black ballpoint with water proof ink should be used at all times.

Transfer of Custody and Shipment

1. All samples should be handled by the minimum possible number of persons.
2. All incoming samples shall be received by the custodian, or his alternate, and logged into a record book (log book). Information to be entered into the Log Book shall include the sample number, date received, source, time(s) sampled, date(s) sampled, and analyses requested.
3. Promptly after logging, the custodian will distribute the sample to an analyst or place the sample in the sample room, which will be locked at all times except when samples are removed or replaced by analysts.
4. The custodian shall ensure that heat-sensitive samples, or other sample materials having unusual physical characteristics, or requiring special handling, are properly stored and maintained.
5. Samples shall be kept in the sample storage security area at all times when not actually being used by analysts, such as during overnight absences.
6. The analysis sheet will be signed and dated by the person performing the tests and retained as a permanent record in the laboratory.
7. Test results shall be sent by the laboratory to the appropriate Receiving Agency control point.

Council Agenda Item: #2d

SUMMARY:

Approval to fund the Cavanaugh Flight Museum sponsorship request in the amount of \$50,000 to assist the Museum in their marketing efforts.

FINANCIAL IMPACT:

Budgeted Amount: \$50,000

Cost: \$50,000

BACKGROUND:

For the past several years, the Town has provided funding to the Cavanaugh Flight Museum to assist the Museum in their marketing efforts. These funds are used for promotional purposes and advertising special events hosted by the Museum, and are matched on a dollar for dollar basis. In return for the sponsorship, the Town will be listed as a sponsor on all print advertising. Staff believes this is a good partnership because it not only increases attendance at the museum but it also increases the Town's exposure to the visitor market and our event activity.

RECOMMENDATION:

Staff recommends approval.



#2d-2

October 12, 2004

Ron Whitehead, City Manager
Town of Addison
5300 Beltline Road
Addison, Texas 75001

RE: Request for Sponsorship

Dear Ron:

On behalf of the Cavanaugh Flight Museum, I want to thank you for your continued support of the museum through sponsorship of our advertising. It is exciting to be a part of and work with such a dynamic Town with projects like Addison Walk and the Arapaho Road project. Through these projects, Addison will further improve its tourist friendly image. Working with the Town and its staff continues to be an enjoyable and rewarding experience and I look forward to another year of shared success for both the Cavanaugh Flight Museum and the Town of Addison!

I respectfully request your genuine consideration for funding for the fiscal year 2004-2005 in the amount of \$50,000. These funds will be used for promotional purposes and advertising for upcoming special events hosted by the museum and will be matched dollar for dollar. Please see the attached schedule detailing the breakdown of the museum's expenses for fiscal year 2004-2005.

I strongly believe that our continued growth will go hand in hand with the growth of the Town of Addison for many years to come. Without financial support from the Town of Addison and the outstanding town staff this growth could not be possible.

Through our cooperative efforts we will continue to promote tourism in the Town of Addison.

Thanks in advance.

Kevin Raulie
Assistant Museum Director & Pilot

Cavanaugh Flight Museum

Addison Airport, 4572 Claire Chennault, Addison, Texas 75001 (972) 380-8800

**Cavanaugh Flight Museum
Advertising Costs
Fiscal Year 2005**

Advertisement	Total Annual Costs
CFM Brochure printing	\$ 12,500
Warbirds Over Addison	15,000
Dallas Morning News Weekend Guide	\$ 57,000
Travel Host	6,792
DFW Tourism Council	5,825
East TX Tourism Assoc.	3,240
Addison N. Dallas Guide	5,075
Totals	<u>\$ 105,432</u>

Total Annual Costs	\$ 105,432
Addison's Proposed Contribution	50,000

Balance Paid by CFM	<u>\$ 55,432</u>
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Council Agenda Item: #2e

SUMMARY:

This item is for final payment, in the amount of \$273,101.42, and acceptance of improvements performed by Site Concrete, Inc., for construction of the Spectrum Drive North/South Extension Project.

FINANCIAL IMPACT:

Budgeted Amount:	\$3,100,000
Final Construction Cost:	\$2,550,736.40
Source of Funds:	\$2,300,000 from Bond Sale, \$300,000 from Inwood/Quorum, \$550,000 from Addison Rd. DART Lap funds.

BACKGROUND:

The Spectrum Drive North/South Extension Project was established as part of the current Capital Improvements Program. The portion of Spectrum Drive, from Morris Avenue to Airport Parkway, is a continuation of the second phase of the Addison Circle project. Spectrum Drive was also extended south, from the DART railroad right-of-way to Arapaho Road. A contract was awarded to Site Concrete, Inc. for construction of this project. The original contract price for these improvements was \$2,536,979.50. Two change orders were approved by Council, in the total amount of \$156,636.90. In addition, there were quantity increases and decreases in numerous line items that resulted in a total net decrease of \$142,880.00. The final construction cost of these improvements was \$2,550,736.40, which represents a \$13,756.90 increase from the original contract amount. In addition, this project included an incentive/disincentive provision, whereby, the contractor would be awarded \$2,500 per day for early completion of the project, to a maximum award of \$250,000. The Town acknowledged the successful completion of the construction improvements within 24 calendar days of the contractual time limit, with the contractor earning a total incentive award of \$60,000. The only remaining improvements that remain on Spectrum Drive is the installation of street and pedestrian lights that are scheduled for completion in December 2004 under separate contract.

The contractor has submitted his Affidavit of Bills Paid, Consent of Surety Company to Final Payment, and One year Maintenance Bond.

RECOMMENDATION:

Staff recommends that Council authorize final payment of \$273,101.42 to Site Concrete, Inc, and accept construction of the Spectrum Drive North/South Extension Project.

To Owner:	Town Of Addison 16801 Westgrove Drive Addison, TX 75001
From (Contractor):	Site Concrete 3340 Roy Orr Blvd Grand Prairie, Texas 75050 (972) 513-0661 (972) 313-0733
Fax:	
Phone:	

Project:	Spectrum Dr. North/ South Extension #04 Application No.: 03	9
Contract Start	1/12/2004	Period to 9/14/2004
Calendar Days	270 (incl any by change order)	Date: 10/11/2004
Contract Close	10/8/2004	Project No.: 23-144

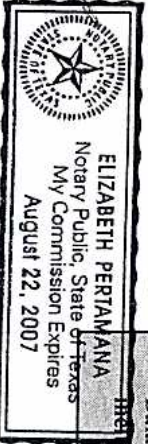
Number	Description	Date Approved	Time Change	Additions	Deductions
1	Fire Lane			\$182,812.00	\$81,225.00
2	Wall & Bike Rail			\$61,574.90	\$7,125.00
Totals			0	\$ 244,386.90	\$ 88,350.00
Net change by Change orders				\$ 156,036.90	

Original contract sum:	\$2,693,016.40
Net change by change orders	\$156,036.90
Contract sum to date	\$2,849,053.30
Total Completed and stored to date	\$2,550,736.40
5.0% Retainage	\$0.00
Total earned less retainage	\$2,550,736.40
Less previous certificates of payments	\$2,337,634.98

Contractor: _____
By: _____
Site Concrete _____
State of: _____
TEXAS

10-1-04
DALLAS

Notary Public: Eugene K. Kucenas
My Commission Expires: 8/22/17



Current payment due	\$213,101.42
Balance to finish, including retinage	\$298,316.90

Amount Certified: \$

Inspector: _____
By: Dave Wille
Dave Wille, Town of Addison
Assistant City Engineer;
By: _____
Date: 10/06/04
Date: _____
Eleven Churchman, Town of Addison

Town Of Addison

DATE: 9/27/2004
ESTIMATE: 9

Spectrum Dr. North/ South Extension #04-03

QUANTITIES THROUGH Sep 27, 2004

ITEM	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	CONTRACT TOTAL	PREVIOUS QUANTITY	PREVIOUS AMOUNT	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY TO DATE	TOTAL AMOUNT	% DOLLARS COMPLETE
CONSTRUCTION												
101	MOBILIZATION	1	LS	\$75,000.00	\$75,000.00	1.00	\$75,000.00	0.00	\$0.00	1.00	\$75,000.00	100.0%
102	FULL DEPTH SAWCUT	414	LF	\$10.00	\$1,140.00	114.00	\$1,140.00	0.00	\$0.00	114.00	\$1,140.00	100.0%
103	REM & DISP OF EX CONC & ASPH PAVE INCL CURB	19	SY	\$25.00	\$475.00	19.00	\$475.00	0.00	\$0.00	19.00	\$475.00	100.0%
104	6" THICK LIME STAB SUBGRD	6,859	SY	\$2.00	\$13,718.00	6,859.00	\$13,718.00	0.00	\$0.00	6,859.00	\$13,718.00	100.0%
105	HYDRATED LIME	113	TON	\$90.00	\$10,170.00	113.00	\$10,170.00	0.00	\$0.00	113.00	\$10,170.00	99.9%
106	6" 5000# COMPRESSIVE @ 28 DAYS REINF CONC PAVE	6,229	SY	\$28.00	\$174,412.00	6,229.00	\$174,412.00	0.00	\$0.00	6,229.00	\$174,412.00	100.0%
107	6" 5000# COMPRESSIVE @ 28 DAY REINF CONC DROP SLAB, ST	152	SY	\$30.00	\$4,560.00	152.00	\$4,560.00	0.00	\$0.00	152.00	\$4,560.00	100.0%
108	6" 5000# COMPRESSIVE @ 28 DAY REINF CONC DROP SLAB, ST	112	SY	\$35.00	\$3,920.00	112.00	\$3,920.00	0.00	\$0.00	112.00	\$3,920.00	100.0%
109	6" 5000# COMPRESSIVE @ 28 DAY INTEGRAL CONC CURB	3,194	LF	\$3.00	\$9,582.00	3,194.00	\$9,582.00	0.00	\$0.00	3,194.00	\$9,582.00	100.0%
110	LONGITUDINAL BUTT JOINT	111	LF	\$10.00	\$1,110.00	111.00	\$1,110.00	0.00	\$0.00	111.00	\$1,110.00	100.0%
111	CONC ST HEADER	23	LF	\$230.00	\$5,290.00	23.00	\$5,290.00	0.00	\$0.00	23.00	\$5,290.00	100.0%
112	ACME VEHICULAR BRICK PAYER MATLS, DEL TO SITE	2,372	SF	\$5.00	\$11,860.00	2,372.00	\$11,860.00	0.00	\$0.00	2,372.00	\$11,860.00	100.0%
113	BEDDING MATLS & PLACE BRICK PAVERS	2,372	SF	\$3.00	\$7,116.00	2,372.00	\$7,116.00	0.00	\$0.00	2,372.00	\$7,116.00	100.0%
114	THERMO STOP LINE 24" WIDE	23	LF	\$12.00	\$276.00	23.00	\$276.00	0.00	\$0.00	23.00	\$276.00	100.0%
115	THERMO STRIPE 4" WIDE	1,942	LF	\$3.00	\$5,826.00	1,942.00	\$5,826.00	0.00	\$0.00	1,942.00	\$5,826.00	100.0%
116	REFL BUTTONS, TY 11A, 4"	21	EA	\$6.50	\$136.50	21.00	\$136.50	0.00	\$0.00	21.00	\$136.50	100.0%
117	REFL BUTTONS, TY 11A, 4"	140	EA	\$9.00	\$1,260.00	140.00	\$1,260.00	0.00	\$0.00	140.00	\$1,260.00	100.0%
118	ST & TRAFF CTRL SIGNS	5	EA	\$250.00	\$1,250.00	5.00	\$1,250.00	0.00	\$0.00	5.00	\$1,250.00	100.0%
119	ST NAME SIGN & MOUNT HDWR & APPURT	1	EA	\$250.00	\$250.00	1.00	\$250.00	0.00	\$0.00	1.00	\$250.00	100.0%
120	UNISTRUT-TELESPAR ST SIGN POST, FOUND, ETC	44	LF	\$25.00	\$1,100.00	44.00	\$1,100.00	0.00	\$0.00	44.00	\$1,100.00	100.0%
121	REM EX ST BARRICADES & POSTS	50	LF	\$55.00	\$2,750.00	50.00	\$2,750.00	0.00	\$0.00	50.00	\$2,750.00	100.0%
122	REM EX ST BARRICADES & POSTS	1	LS	\$7,500.00	\$7,500.00	1.00	\$7,500.00	0.00	\$0.00	1.00	\$7,500.00	100.0%
123	BARRICADES, SIGNS & TRAFF CTRL	20,400	CY	\$9.50	\$193,800.00	20,400.00	\$193,800.00	0.00	\$0.00	20,400.00	\$193,800.00	100.0%
124	UNCLASS ST EXCAVA, DISP	1	EA	\$350.00	\$350.00	1.00	\$350.00	0.00	\$0.00	1.00	\$350.00	100.0%
125	BLACK STL STOP SIGN POLE	19	CY	\$100.00	\$1,900.00	19.00	\$1,900.00	0.00	\$0.00	19.00	\$1,900.00	100.0%
126	ADDISON CIRCLE FINAL ON BLACK STL POLE	1,050	LF	\$1.50	\$1,575.00	1,050.00	\$1,575.00	0.00	\$0.00	1,050.00	\$1,575.00	100.0%
127	STAB CONST ENTR	5	EA	\$125.00	\$625.00	5.00	\$625.00	0.00	\$0.00	5.00	\$625.00	100.0%
128	SILT FENCE	0	0	\$0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
129	NET PROTECT	0	0	\$0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
130	NO ITEM	0	0	\$0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
131	NO ITEM	0	0	\$0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
132	NO ITEM	0	0	\$0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
133	NO ITEM	0	0	\$0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
134	PLACE 6" WIDE THERMOPLASTIC CROSSWALK MARKER	90	LF	\$2.00	\$180.00	90.00	\$180.00	0.00	\$0.00	90.00	\$180.00	100.0%
135	PLACE WITH THERMOPLASTIC ARROW	2	EA	\$150.00	\$300.00	2.00	\$300.00	0.00	\$0.00	2.00	\$300.00	100.0%
TOTALS THIS PAGE					\$533,480.50		\$522,393.50	2.00	\$9,129.50		\$531,522.50	

Town Of Addison

DATE: 9/27/2004
ESTIMATE: 9

Spectrum Dr. North South Extension #04-03

QUANTITIES THROUGH Sep 27, 2004

CONSTRUCTION

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	CONTRACT TOTAL	PREVIOUS QUANTITY	PREVIOUS AMOUNT	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY TO DATE	TO DATE AMOUNT	% DOLLARS COMPLETE
201	Water											
201	CONC BLOCKING	9.8	CY	\$175.00	\$1,715.00	9.80	\$1,715.00	0.00	\$0.00	9.80	\$1,715.00	100.0%
202	DI FITTINGS CL 250	1.1	TON	\$3,500.00	\$3,850.00	1.10	\$3,850.00	0.00	\$0.00	1.10	\$3,850.00	100.0%
203	PVC AWMA C900 DR18 CL 150 WTR PIPE W/EMBED, 06"	30	LF	\$45.00	\$1,350.00	30.00	\$1,350.00	0.00	\$0.00	30.00	\$1,350.00	100.0%
204	PVC AWMA C900 DR18 CL 150 WTR PIPE W/EMBED, 08"	489	LF	\$17.00	\$8,313.00	489.00	\$8,313.00	0.00	\$0.00	489.00	\$8,313.00	100.0%
205	PVC AWMA C900 DR18 CL 150 WTR PIPE W/EMBED, 12"	1087	LF	\$21.00	\$22,827.00	1087.00	\$22,827.00	0.00	\$0.00	1087.00	\$22,827.00	100.0%
206	RES SEAT GATE VALVE/BOX, 06"	3	EA	\$575.00	\$1,725.00	3.00	\$1,725.00	0.00	\$0.00	3.00	\$1,725.00	100.0%
207	RES SEAT GATE VALVE/BOX, 08"	13	EA	\$675.00	\$8,775.00	13.00	\$8,775.00	0.00	\$0.00	13.00	\$8,775.00	100.0%
208	RES SEAT GATE VALVE/BOX, 12"	5	EA	\$1,200.00	\$6,000.00	5.00	\$6,000.00	0.00	\$0.00	5.00	\$6,000.00	100.0%
209	FIRE HYDRANT F&I	3	EA	\$2,000.00	\$6,000.00	3.00	\$6,000.00	0.00	\$0.00	3.00	\$6,000.00	100.0%
210	CONNECT TO EX WTR MAIN	2	EA	\$1,500.00	\$3,000.00	2.00	\$3,000.00	0.00	\$0.00	2.00	\$3,000.00	100.0%
212	2" TY K SOFT COPPER IRRIGA SERV	1	EA	\$750.00	\$750.00	1.00	\$750.00	0.00	\$0.00	1.00	\$750.00	100.0%
213	1.5" HERSEY MVR 100 TURBINE METER	1	EA	\$775.00	\$775.00	1.00	\$775.00	0.00	\$0.00	1.00	\$775.00	100.0%
214	BROOKS PROD, #65 17" X 28" PRECAST BOX	2	EA	\$250.00	\$500.00	2.00	\$500.00	0.00	\$0.00	2.00	\$500.00	100.0%
215	1.5" FEBCO 805V DBL CHK VALVE ASSY	1	EA	\$750.00	\$750.00	1.00	\$750.00	0.00	\$0.00	1.00	\$750.00	100.0%
215	2" CL 200 PVC SLEEVE	38	LF	\$285.00	\$10,830.00	38.00	\$10,830.00	0.00	\$0.00	38.00	\$10,830.00	100.0%
217	TRENCH SAFETY	1596	LF	\$1.00	\$1,596.00	1596.00	\$1,596.00	0.00	\$0.00	1596.00	\$1,596.00	100.0%
218	PERFORM WTR TEST	1	LS	\$3,500.00	\$3,500.00	1.00	\$3,500.00	0.00	\$0.00	1.00	\$3,500.00	100.0%
	STRM DRAINAGE											
301	CL III RCP INCL EMBED, 18"	231	LF	\$28.00	\$6,468.00	231.00	\$6,468.00	0.00	\$0.00	231.00	\$6,468.00	100.0%
302	CL III RCP INCL EMBED, 21"	59	LF	\$33.00	\$1,947.00	59.00	\$1,947.00	0.00	\$0.00	59.00	\$1,947.00	100.0%
303	CL III RCP INCL EMBED, 24"	75	LF	\$39.00	\$2,925.00	75.00	\$2,925.00	0.00	\$0.00	75.00	\$2,925.00	100.0%
304	CL III RCP INCL EMBED, 27"	188	LF	\$45.00	\$8,460.00	188.00	\$8,460.00	0.00	\$0.00	188.00	\$8,460.00	100.0%
305	CL III RCP INCL EMBED, 30"	26	LF	\$51.00	\$1,326.00	26.00	\$1,326.00	0.00	\$0.00	26.00	\$1,326.00	100.0%
306	CL III RCP INCL EMBED, 33"	46	LF	\$60.00	\$2,760.00	46.00	\$2,760.00	0.00	\$0.00	46.00	\$2,760.00	100.0%
307	CL III RCP INCL EMBED, 36"	261	LF	\$69.00	\$18,009.00	261.00	\$18,009.00	0.00	\$0.00	261.00	\$18,009.00	100.0%
308	CL III RCP INCL EMBED, 42"	428	LF	\$92.00	\$39,376.00	428.00	\$39,376.00	0.00	\$0.00	428.00	\$39,376.00	100.0%
313	REM & DISP OF EX CONC INLET	1	EA	\$750.00	\$750.00	1.00	\$750.00	0.00	\$0.00	1.00	\$750.00	100.0%
316	6" STD INLET W/ACCESS TOP	2	EA	\$2,000.00	\$4,000.00	2.00	\$4,000.00	0.00	\$0.00	2.00	\$4,000.00	100.0%
317	6" STD INLET W/ACCESS TOP, EXTRA DEPTH	3	EA	\$2,400.00	\$7,200.00	3.00	\$7,200.00	0.00	\$0.00	3.00	\$7,200.00	100.0%
319	TY B MH	2	EA	\$3,500.00	\$7,000.00	2.00	\$7,000.00	0.00	\$0.00	2.00	\$7,000.00	100.0%
321	RCP 60 DEG FACTORY WYE CONNECT	15	EA	\$500.00	\$7,500.00	15.00	\$7,500.00	0.00	\$0.00	15.00	\$7,500.00	100.0%
322	CONNECT TO EX PIPE	3	EA	\$1,500.00	\$4,500.00	3.00	\$4,500.00	0.00	\$0.00	3.00	\$4,500.00	100.0%
324	PRECAST CONC PIPE PLUG	11	EA	\$350.00	\$3,850.00	11.00	\$3,850.00	0.00	\$0.00	11.00	\$3,850.00	100.0%
	-WWTR-											
401	SDR26 PVC WTR PIPE, 08"	1235	LF	\$16.00	\$19,760.00	1235.00	\$19,760.00	0.00	\$0.00	1235.00	\$19,760.00	100.0%
402	SDR26 PVC WTR PIPE, 06"	409	LF	\$15.00	\$6,135.00	409.00	\$6,135.00	0.00	\$0.00	409.00	\$6,135.00	100.0%
403	2 WAY CLEANOUT & CLUD	9	EA	\$350.00	\$3,150.00	9.00	\$3,150.00	0.00	\$0.00	9.00	\$3,150.00	100.0%
404	4" DIA WTR MH	3	EA	\$2,000.00	\$6,000.00	3.00	\$6,000.00	0.00	\$0.00	3.00	\$6,000.00	100.0%
405	8" DIA WTR PIPE PLUG	3	EA	\$150.00	\$450.00	3.00	\$450.00	0.00	\$0.00	3.00	\$450.00	100.0%
406	TV INSPECT OF WTR LINES	1235	LF	\$1.50	\$1,852.50	1235.00	\$1,852.50	0.00	\$0.00	1235.00	\$1,852.50	100.0%
407	TRENCH SAFETY	1235	LF	\$1.00	\$1,235.00	1235.00	\$1,235.00	0.00	\$0.00	1235.00	\$1,235.00	100.0%
408	CONNECT TO EX WTR LINES	1	EA	\$1,500.00	\$1,500.00	1.00	\$1,500.00	0.00	\$0.00	1.00	\$1,500.00	100.0%
	-ELECT DUCTBANK-											
501	8-6" PVC TY DB CONDITS, ENCASE IN CONC	1052	LF	\$115.00	\$120,980.00	1052.00	\$120,980.00	0.00	\$0.00	1052.00	\$120,980.00	100.0%
502	CONNECT TO EX DUCTBANK	1	EA	\$3,000.00	\$3,000.00	1.00	\$3,000.00	0.00	\$0.00	1.00	\$3,000.00	100.0%
503	STD 4 WAY ELECT DUCTBANK MH	2	EA	\$12,000.00	\$24,000.00	2.00	\$24,000.00	0.00	\$0.00	2.00	\$24,000.00	100.0%
504	STD 3 WAY ELECT DUCTBANK MH	1	EA	\$12,500.00	\$12,500.00	1.00	\$12,500.00	0.00	\$0.00	1.00	\$12,500.00	100.0%
505	CONC DUCTBANK END PLUG	3	EA	\$500.00	\$1,500.00	3.00	\$1,500.00	0.00	\$0.00	3.00	\$1,500.00	100.0%
TOTALS THIS PAGE					\$389,844.50		\$389,069.50		\$775.00		\$389,844.50	

Town Of Addison

DATE: 9/27/2004
ESTIMATE: 9

Spectrum Dr. North/ South Extension #04-03

QUANTITIES THROUGH Sep 27, 2004

ITEM	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	CONTRACT TOTAL	PREVIOUS QUANTITY	PREVIOUS AMOUNT	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY TO DATE	TOTAL AMOUNT	% DOLLARS COMPLETE
CONSTRUCTION												
North												
601	IRRIGA SYS COMPLETE	1	LS	\$30,000.00	\$30,000.00	1.00	\$30,000.00	0.00	\$0.00	1.00	\$30,000.00	100.0%
602	60" SQ TREE GRATE	23	EA	\$1,200.00	\$27,600.00	23.00	\$27,600.00	0.00	\$0.00	23.00	\$27,600.00	100.0%
603	4" PVC SCH 40 SUBDRAIN SYS	1841	LF	\$21.00	\$38,661.00	1841.00	\$38,661.00	0.00	\$0.00	1841.00	\$38,661.00	100.0%
604	RED OAK, 200 GAL	41	EA	\$1,600.00	\$65,600.00	0.00	\$0.00	41.00	\$65,600.00	41.00	\$65,600.00	100.0%
605	DWARF YALPON HOLLY 1 GAL	390	EA	\$5.00	\$1,950.00	0.00	\$0.00	390.00	\$1,950.00	390.00	\$1,950.00	100.0%
606	DAYLILY 1 GAL	130	EA	\$7.00	\$910.00	0.00	\$0.00	130.00	\$910.00	130.00	\$910.00	100.0%
607	YELLOW BEARD IRIS 1 GAL	130	EA	\$7.00	\$910.00	0.00	\$0.00	130.00	\$910.00	130.00	\$910.00	100.0%
608	DAFFODIL 1 GAL	286	EA	\$7.00	\$2,002.00	0.00	\$0.00	286.00	\$2,002.00	286.00	\$2,002.00	100.0%
609	BLEEDING HEART 1 GAL	78	EA	\$8.00	\$624.00	0.00	\$0.00	78.00	\$624.00	78.00	\$624.00	100.0%
610	4" 3000# CONC SUBBASE, SW	25233	SF	\$2.75	\$69,390.75	25233.00	\$69,390.75	0.00	\$0.00	25233.00	\$69,390.75	100.0%
611	GLEN-GARY PED BRICK PAVE MATLS DEL TO SITE	25233	SF	\$3.50	\$88,315.50	25233.00	\$88,315.50	0.00	\$0.00	25233.00	\$88,315.50	100.0%
612	BEDDING MATLS FOR PED BRICK PAVERS	25233	SF	\$2.50	\$63,082.50	25233.00	\$63,082.50	0.00	\$0.00	25233.00	\$63,082.50	100.0%
613	TRUNCATED DOME PAVERS ON NEW RAMPS	228	SF	\$7.50	\$1,710.00	228.00	\$1,710.00	0.00	\$0.00	228.00	\$1,710.00	100.0%
TOTALS THIS PAGE					\$390,755.75		\$318,759.75		\$71,996.00		\$390,755.75	

Town Of Addison

Spectrum Dr. North/ South Extension #04-03

DATE: 9/27/2004
ESTIMATE: 9

QUANTITIES THROUGH Sep 27, 2004

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	CONTRACT TOTAL	PREVIOUS QUANTITY	PREVIOUS AMOUNT	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY TO DATE	TO DATE AMOUNT	% DOLLARS COMPLETE
CONSTRUCTION												
801	METER SOCKET BASE	2	EA	\$125.00	\$250.00	2.00	\$250.00	0.00	\$0.00	2.00	\$250.00	100.0%
802	ENCLOSURE TO SUPPORT METER, PANEL, CONTR & TIME CLOCK	1	EA	\$3,500.00	\$3,500.00	1.00	\$3,500.00	0.00	\$0.00	1.00	\$3,500.00	100.0%
803	SERV GROUND	1	EA	\$50.00	\$50.00	1.00	\$50.00	0.00	\$0.00	1.00	\$50.00	100.0%
804	PANEL BOARD W/BREAKERS	1	EA	\$1,200.00	\$1,200.00	1.00	\$1,200.00	0.00	\$0.00	1.00	\$1,200.00	100.0%
805	ENCL & CONTACTOR	1	EA	\$900.00	\$900.00	1.00	\$900.00	0.00	\$0.00	1.00	\$900.00	100.0%
806	7 DAY TIME CLOCK	1	EA	\$75.00	\$75.00	1.00	\$75.00	0.00	\$0.00	1.00	\$75.00	100.0%
807	PHOTO CELL & CONNECTIONS	1	EA	\$50.00	\$50.00	1.00	\$50.00	0.00	\$0.00	1.00	\$50.00	100.0%
808	2" GRC ELBOW	57	EA	\$17.00	\$969.00	57.00	\$969.00	0.00	\$0.00	57.00	\$969.00	100.0%
809	2" PVC SCH 40 CONDUIT	2210	LF	\$3.00	\$6,630.00	2616.00	\$7,848.00	0.00	\$0.00	2616.00	\$7,848.00	118.4%
810	2" PVC SCH 40 CONDUIT W/PULL ROPE	2510	LF	\$3.00	\$7,530.00	3050.00	\$9,150.00	0.00	\$0.00	3050.00	\$9,150.00	121.5%
811	2" GRC CONDUIT	156	LF	\$7.00	\$1,092.00	156.00	\$1,092.00	0.00	\$0.00	156.00	\$1,092.00	100.0%
812	3" GRC ELBOW	4	EA	\$52.00	\$208.00	4.00	\$208.00	0.00	\$0.00	4.00	\$208.00	100.0%
813	3" PVC SCH 40 CONDUIT WEIMBED	300	LF	\$3.00	\$900.00	300.00	\$900.00	0.00	\$0.00	300.00	\$900.00	100.0%
814	3" GRC CONDUIT	30	EA	\$4.00	\$120.00	30.00	\$120.00	0.00	\$0.00	30.00	\$120.00	100.0%
815	HI COMPRESSION TAP	50	EA	\$15.00	\$750.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
816	#10 AWG CONDUCTOR	60	LF	\$1.00	\$60.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
817	#08 AWG CONDUCTOR	2610	LF	\$0.50	\$1,305.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
819	STL LIGHT PULL BOX	3040	LF	\$0.75	\$2,280.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
820	PED LIGHT FOUND	11	EA	\$250.00	\$2,750.00	11.00	\$2,750.00	0.00	\$0.00	11.00	\$2,750.00	100.0%
821	PED LIGHT POLE & LUMINAIRES FIX. 2 EA	27	EA	\$500.00	\$13,500.00	22.00	\$11,000.00	0.00	\$0.00	22.00	\$11,000.00	81.5%
822	VEHICULAR POLE LIGHT FOUND	28	EA	\$500.00	\$14,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
823	VEHICULAR POLE & SGL LUMINAIRE	6	EA	\$3,000.00	\$18,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
824	30 AMP DISCONNECT SWITCH W/FUSES	1	EA	\$300.00	\$300.00	1.00	\$300.00	0.00	\$0.00	1.00	\$300.00	100.0%
825	TOTALS THIS PAGE				\$165,163.00		\$54,206.00		\$0.00		\$54,206.00	

Town Of Addison

DATE: 9/27/2004
ESTIMATE: 9

Spectrum Dr. North/ South Extension #04-03

DATE: 9/27/2004

CONSTRUCTION

ITEM	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	CONTRACT TOTAL	PREVIOUS QUANTITY	PREVIOUS AMOUNT	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY TO DATE	TODATE AMOUNT	% DOLLARS COMPLETE
101	MOBILIZATION	1	LS	\$75,000.00	\$75,000.00	1.00	\$75,000.00	0.00	\$0.00	1.00	\$75,000.00	100.0%
102	FULL DEPTH SAWCUT EX CONC	143	LF	\$10.00	\$1,430.00	143.00	\$1,430.00	0.00	\$0.00	143.00	\$1,430.00	100.0%
103	REM & DISP OF EX CONC & ASPH PAVE INCL CURB	11	SY	\$25.00	\$275.00	11.00	\$275.00	0.00	\$0.00	11.00	\$275.00	100.0%
104	6" LIME STAB	3,115	TON	\$2.00	\$6,230.00	3,115.00	\$6,230.00	0.00	\$0.00	3,115.00	\$6,230.00	100.0%
105	HYDRATED LIME	51	TON	\$90.00	\$4,626.00	51.00	\$4,626.00	0.00	\$0.00	51.00	\$4,626.00	100.0%
106	8" 5000# CONC PAVE	3,000	SY	\$28.00	\$84,000.00	3,000.00	\$84,000.00	0.00	\$0.00	3,000.00	\$84,000.00	100.0%
109	6" 5000# CONC CURB	1,834	LF	\$3.00	\$5,502.00	1,834.00	\$5,502.00	0.00	\$0.00	1,834.00	\$5,502.00	100.0%
110	LONGITUDINAL BUTT JOINT	118	LF	\$10.00	\$1,180.00	118.00	\$1,180.00	0.00	\$0.00	118.00	\$1,180.00	100.0%
114	THERMO STOP LINE 24" WIDE	35	LF	\$12.00	\$420.00	35.00	\$420.00	0.00	\$0.00	35.00	\$420.00	100.0%
115	THERMO STRIPE, 4" WIDE	594	LF	\$3.00	\$1,782.00	594.00	\$1,782.00	0.00	\$0.00	594.00	\$1,782.00	100.0%
116	REFL BUTTIONS, 1/4" C, 4"	37	EA	\$6.50	\$240.50	37.00	\$240.50	0.00	\$0.00	37.00	\$240.50	100.0%
117	REFL BUTTIONS, 1/4" A, 4"	76	EA	\$9.00	\$684.00	76.00	\$684.00	0.00	\$0.00	76.00	\$684.00	100.0%
118	ST & TRAFF CTRL SIGNS	5	EA	\$350.00	\$1,750.00	5.00	\$1,750.00	0.00	\$0.00	5.00	\$1,750.00	100.0%
123	BARRICADES, SIGNS & TRAFF CTRL	1	LS	\$7,500.00	\$7,500.00	1.00	\$7,500.00	0.00	\$0.00	1.00	\$7,500.00	100.0%
127	STAB CONST ENTR	19	CY	\$100.00	\$1,900.00	19.00	\$1,900.00	0.00	\$0.00	19.00	\$1,900.00	100.0%
128	SILT FENCE	350	LF	\$1.50	\$525.00	350.00	\$525.00	0.00	\$0.00	350.00	\$525.00	100.0%
129	INLET PROTECT	2	EA	\$125.00	\$250.00	2.00	\$250.00	0.00	\$0.00	2.00	\$250.00	100.0%
130	RR CROSSING	1	LS	\$50,000.00	\$50,000.00	1.00	\$50,000.00	0.00	\$0.00	1.00	\$50,000.00	100.0%
131	4" HMACP BASE COURSE	237	SY	\$20.00	\$4,740.00	237.00	\$4,740.00	0.00	\$0.00	237.00	\$4,740.00	100.0%
132	2" HMACP SURF COURSE	237	SY	\$16.00	\$3,792.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
133	IMPORT FILL	3,400	CY	\$9.00	\$30,600.00	3,400.00	\$30,600.00	0.00	\$0.00	3,400.00	\$30,600.00	100.0%
134	PLACE 6" WIDE THERMOPLASTIC CROSSWALK MARKER	460	LF	\$2.00	\$920.00	460.00	\$920.00	0.00	\$0.00	460.00	\$920.00	100.0%
135	PLACE WITH THERMOPLASTIC ARROW	11	EA	\$150.00	\$1,650.00	11.00	\$1,650.00	0.00	\$0.00	11.00	\$1,650.00	100.0%
TOTALS THIS PAGE					\$284,996.50		\$278,498.00		\$2,706.50		\$281,204.50	

Town Of Addison

DATE: 9/27/2004
ESTIMATE: 9

QUANTITIES THROUGH

Sep 27, 2004

CONSTRUCTION

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	CONTRACT TOTAL	PREVIOUS QUANTITY	PREVIOUS AMOUNT	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY TO DATE	TODATE AMOUNT	% DOLLARS COMPLETE
201	Water	21.8	CY	\$175.00	\$3,815.00	21.80	\$3,815.00	0.00	\$0.00	21.80	\$3,815.00	100.0%
202	CONC BLOCKING	0.5	TON	\$3,500.00	\$1,750.00	0.50	\$1,750.00	0.00	\$0.00	0.50	\$1,750.00	100.0%
203	DI FITTINGS	24	LF	\$45.00	\$1,080.00	24.00	\$1,080.00	0.00	\$0.00	24.00	\$1,080.00	100.0%
204	AWMA C909 DR18 CL 150 PVC WTR PIPE, 6"	85	LF	\$17.00	\$1,445.00	85.00	\$1,445.00	0.00	\$0.00	85.00	\$1,445.00	100.0%
205	PVC AWMA C900 DR18 CL 150 WTR PIPE W/EMBED, 08"	640	LF	\$21.00	\$13,440.00	640.00	\$13,440.00	0.00	\$0.00	640.00	\$13,440.00	100.0%
206	AWMA C909 DR18 CL 150 PVC WTR PIPE, 12"	1	EA	\$575.00	\$575.00	1.00	\$575.00	0.00	\$0.00	1.00	\$575.00	100.0%
207	RES SEAT GATE VALVE/BOX 6"	4	EA	\$675.00	\$2,700.00	4.00	\$2,700.00	0.00	\$0.00	4.00	\$2,700.00	100.0%
208	RES SEAT GATE VALVE/BOX 12"	1	EA	\$1,200.00	\$1,200.00	1.00	\$1,200.00	0.00	\$0.00	1.00	\$1,200.00	100.0%
209	FIRE HYDRANT	1	EA	\$2,000.00	\$2,000.00	1.00	\$2,000.00	0.00	\$0.00	1.00	\$2,000.00	100.0%
210	CONNECT TO EX WTR MAIN	2	EA	\$1,500.00	\$3,000.00	2.00	\$3,000.00	0.00	\$0.00	2.00	\$3,000.00	100.0%
211	STL CASING PIPE BY BORE, 24"	126	LF	\$225.00	\$28,350.00	126.00	\$28,350.00	0.00	\$0.00	126.00	\$28,350.00	100.0%
212	2" TY K SOFT COPPER IRRIGA SERV	1	EA	\$775.00	\$775.00	1.00	\$775.00	0.00	\$0.00	1.00	\$775.00	100.0%
213	1.5" HERSEY MVR 100 TURBINE METER	1	EA	\$500.00	\$500.00	1.00	\$500.00	0.00	\$0.00	1.00	\$500.00	100.0%
214	BROOKS PROD #85 17" X 28" PRECAST BOX	2	EA	\$750.00	\$1,500.00	2.00	\$1,500.00	0.00	\$0.00	2.00	\$1,500.00	100.0%
215	1.5" FERCO 805T DBL CHECK VALVE ASSY	1	EA	\$750.00	\$750.00	1.00	\$750.00	0.00	\$0.00	1.00	\$750.00	100.0%
216	2" CL 200 PVC SLEEVE	30	LF	\$7.50	\$225.00	30.00	\$225.00	0.00	\$0.00	30.00	\$225.00	100.0%
217	TRENCH SAFETY	1	EA	\$1.00	\$1.00	1.00	\$1.00	0.00	\$0.00	1.00	\$1.00	100.0%
218	PERFORM WTR TEST	1	LS	\$3,000.00	\$3,000.00	1.00	\$3,000.00	0.00	\$0.00	1.00	\$3,000.00	100.0%
219	2" AIR REL VALVE	2	EA	\$1,600.00	\$3,200.00	2.00	\$3,200.00	0.00	\$0.00	2.00	\$3,200.00	100.0%
220	12" PVC AWMA C909 DR18 CL 150 WTR PIPE IN BORE PIPE	103	LF	\$12.00	\$1,236.00	103.00	\$1,236.00	0.00	\$0.00	103.00	\$1,236.00	100.0%
--STRM DRAINAGE--												
301	CL III RCP 18"	153	LF	\$28.00	\$4,284.00	153.00	\$4,284.00	0.00	\$0.00	153.00	\$4,284.00	100.0%
302	CL III RCP 21"	111	LF	\$33.00	\$3,663.00	111.00	\$3,663.00	0.00	\$0.00	111.00	\$3,663.00	100.0%
309	CL III RCP 48"	740	LF	\$110.00	\$81,400.00	740.00	\$81,400.00	0.00	\$0.00	740.00	\$81,400.00	100.0%
310	CL II RCBG 6' X 3 INCL EMBED	284	LF	\$210.00	\$59,640.00	284.00	\$59,640.00	0.00	\$0.00	284.00	\$59,640.00	100.0%
311	CL III RCBG 6' X 4 INCL EMBED	450	LF	\$238.00	\$107,100.00	450.00	\$107,100.00	0.00	\$0.00	450.00	\$107,100.00	100.0%
312	RCP FLOW EQUALIZER 24"	2	EA	\$1,500.00	\$3,000.00	2.00	\$3,000.00	0.00	\$0.00	2.00	\$3,000.00	100.0%
314	REM & DISP OF EXIST RCP	233	LF	\$10.00	\$2,330.00	233.00	\$2,330.00	0.00	\$0.00	233.00	\$2,330.00	100.0%
315	CONC JUNCTION BOX	1	EA	\$14,000.00	\$14,000.00	1.00	\$14,000.00	0.00	\$0.00	1.00	\$14,000.00	100.0%
318	10" STD INLET WIRECESS TOP	2	EA	\$2,800.00	\$5,600.00	2.00	\$5,600.00	0.00	\$0.00	2.00	\$5,600.00	100.0%
320	TY B HEADWALL	3	EA	\$1,500.00	\$4,500.00	3.00	\$4,500.00	0.00	\$0.00	3.00	\$4,500.00	100.0%
321	RCP 60 DEG FACTORY WYE CONNECT	2	EA	\$500.00	\$1,000.00	2.00	\$1,000.00	0.00	\$0.00	2.00	\$1,000.00	100.0%
322	CONNECT TO EX PIPE	2	EA	\$1,500.00	\$3,000.00	2.00	\$3,000.00	0.00	\$0.00	2.00	\$3,000.00	100.0%
323	CONNECT TO EX STRUCT	1	EA	\$1,500.00	\$1,500.00	1.00	\$1,500.00	0.00	\$0.00	1.00	\$1,500.00	100.0%
324	PRECAST CONC PIPE PLUG	1	EA	\$350.00	\$350.00	1.00	\$350.00	0.00	\$0.00	1.00	\$350.00	100.0%
325	REM & DISP OF EX HEADWALLS & CONC RIP RAP	1	LS	\$1,500.00	\$1,500.00	1.00	\$1,500.00	0.00	\$0.00	1.00	\$1,500.00	100.0%
TOTALS THIS PAGE					\$363,408.00		\$362,633.00		\$775.00		\$363,408.00	100.0%

Town Of Addison

DATE: 9/27/2004
ESTIMATE: 9

QUANTITIES THROUGH Sep 27, 2004

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	CONTRACT TOTAL	PREVIOUS QUANTITY	PREVIOUS AMOUNT	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY TO DATE	TODATE AMOUNT	% DOLLARS COMPLETE
CONSTRUCTION												
601	IRRIGA SYS. COMPLETE	1	LS	\$15,000.00	\$15,000.00	1.00	\$15,000.00	0.00	\$0.00	1.00	\$15,000.00	100.0%
602	60" SQ TREE GRATE	11	EA	\$1,200.00	\$13,200.00	11.00	\$13,200.00	0.00	\$0.00	11.00	\$13,200.00	100.0%
603	4" PVC SCH 40 SUBDRAIN SYS	544	LF	\$22.00	\$11,968.00	544.00	\$11,968.00	0.00	\$0.00	544.00	\$11,968.00	100.0%
604	RED OAK, 200 GAL	11	EA	\$1,600.00	\$17,600.00	11.00	\$17,600.00	0.00	\$0.00	11.00	\$17,600.00	100.0%
610	4" 3000# CONC SUBBAE. SW	16379	SF	\$2.75	\$45,042.25	16379.00	\$45,042.25	0.00	\$0.00	16379.00	\$45,042.25	100.0%
611	GL EN GARY PED BRICK PAYER MATLS DEL TO SITE	16379	SF	\$3.60	\$57,326.50	16379.00	\$57,326.50	0.00	\$0.00	16379.00	\$57,326.50	100.0%
612	FURN & PLCE BEDD MATLS & BRICK PAVERS	16379	SF	\$2.50	\$40,947.50	16379.00	\$40,947.50	0.00	\$0.00	16379.00	\$40,947.50	100.0%
613	TRUNCATED DOME PAVERS ON NEW RAMPS	70	SF	\$7.50	\$525.00	70.00	\$525.00	0.00	\$0.00	70.00	\$525.00	100.0%
614	CONC RETAIN WALL, BACKFILL & DRAINS	66	CY	\$425.00	\$28,050.00	66.00	\$28,050.00	0.00	\$0.00	66.00	\$28,050.00	100.0%
615	BIKE RAIL ON RETAIN WALL	51	LF	\$100.00	\$5,100.00	51.00	\$5,100.00	0.00	\$0.00	105.00	\$10,500.00	100.0%
TOTALS THIS PAGE					\$234,759.25		\$234,759.25	54.00	\$5,400.00		\$240,159.25	205.9%

Town Of Addison

DATE: 9/27/2004
ESTIMATE: 9

QUANTITIES THROUGH Sep 27, 2004

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	CONTRACT TOTAL	PREVIOUS QUANTITY	PREVIOUS AMOUNT	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY TO DATE	TO DATE AMOUNT	% DOLLARS COMPLETE
CONSTRUCTION												
701	TS-2 CABINET & SIG CTRL	1	EA	\$14,000.00	\$14,000.00	1.00	\$14,000.00	0.00	\$0.00	1.00	\$14,000.00	100.0%
702	TRAFF SIG CTRL FOUNDATION	1	EA	\$1,500.00	\$1,500.00	1.00	\$1,500.00	0.00	\$0.00	1.00	\$1,500.00	100.0%
703	TY C PULL BOX W/CONC APRON	4	EA	\$450.00	\$1,800.00	4.00	\$1,800.00	0.00	\$0.00	4.00	\$1,800.00	100.0%
704	ELECT CONDUCTOR #6 XHHW WIRE, POWER	1211	LF	\$1.00	\$1,211.00	894.00	\$894.00	0.00	\$0.00	894.00	\$894.00	73.8%
705	ELECT CONDUCTOR #6 AWG CU WIRE, GRND	717	LF	\$1.00	\$717.00	435.00	\$435.00	0.00	\$0.00	435.00	\$435.00	60.7%
706	TRAFF SIG CABLE, 16 COND, #14 CABLE	430	LF	\$4.00	\$1,720.00	620.00	\$2,480.00	0.00	\$0.00	620.00	\$2,480.00	144.2%
707	TRAFF SIG CABLE, 18 AWG, VIDEO CABLE	430	LF	\$2.50	\$1,075.00	620.00	\$1,550.00	0.00	\$0.00	620.00	\$1,550.00	144.2%
708	TRAFF SIG CABLE, #18 AWG CU WIRE	430	LF	\$1.00	\$430.00	620.00	\$620.00	0.00	\$0.00	620.00	\$620.00	144.2%
709	PVC CONDUIT W/EMBED, 3"	18	LF	\$13.00	\$234.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
710	PVC CONDUIT W/EMBED, 4"	630	LF	\$4.00	\$2,520.00	151.00	\$604.00	0.00	\$0.00	151.00	\$604.00	24.0%
711	ECONOLITE AMP SOLOPRO VIDEO DETECTION CAMERAS	222	LF	\$17.00	\$3,774.00	210.00	\$3,570.00	0.00	\$0.00	210.00	\$3,570.00	94.6%
712	TY 36-A TRAFF SIG FOUND	4	EA	\$4,800.00	\$19,200.00	4.00	\$19,200.00	0.00	\$0.00	4.00	\$19,200.00	100.0%
713	TY 48-A TRAFF SIG FOUND	2	EA	\$4,800.00	\$9,600.00	2.00	\$9,600.00	0.00	\$0.00	2.00	\$9,600.00	100.0%
714	INTERNAL LIGHT ST NAME SIGNS	4	EA	\$3,500.00	\$14,000.00	4.00	\$14,000.00	0.00	\$0.00	4.00	\$14,000.00	100.0%
715	PED SIG W/COUNTDOWN LED	8	EA	\$1,500.00	\$12,000.00	8.00	\$12,000.00	0.00	\$0.00	8.00	\$12,000.00	100.0%
716	STL TRAFF SIG POLE ASSY, 1 ARM, 36"	1	EA	\$3,200.00	\$3,200.00	1.00	\$3,200.00	0.00	\$0.00	1.00	\$3,200.00	100.0%
717	STL TRAFF SIG POLE ASSY, 1 ARM, 40"	1	EA	\$8,700.00	\$8,700.00	1.00	\$8,700.00	0.00	\$0.00	1.00	\$8,700.00	100.0%
718	STL TRAFF SIG POLE ASSY, 1 ARM, 50"	1	EA	\$8,700.00	\$8,700.00	1.00	\$8,700.00	0.00	\$0.00	1.00	\$8,700.00	100.0%
719	STL TRAFF SIG POLE ASSY, 1 ARM, 55"	1	EA	\$1,000.00	\$1,000.00	1.00	\$1,000.00	0.00	\$0.00	1.00	\$1,000.00	100.0%
720	PED DETECTOR PUSH BUTTON	8	EA	\$125.00	\$1,000.00	8.00	\$1,000.00	0.00	\$0.00	8.00	\$1,000.00	100.0%
721	12" LED RED TRAFF SIG LAMP	13	EA	\$110.00	\$1,430.00	13.00	\$1,430.00	0.00	\$0.00	13.00	\$1,430.00	100.0%
722	12" LED YEL TRAFF SIG LAMP	13	EA	\$200.00	\$2,600.00	13.00	\$2,600.00	0.00	\$0.00	13.00	\$2,600.00	100.0%
723	12" LED GRN TRAFF SIG LAMP	13	EA	\$200.00	\$2,600.00	13.00	\$2,600.00	0.00	\$0.00	13.00	\$2,600.00	100.0%
724	12" LED GRN & YEL ARROW TRAFF SIG LAMP	4	EA	\$1,250.00	\$5,000.00	4.00	\$5,000.00	0.00	\$0.00	4.00	\$5,000.00	100.0%
725	F&I OPTICOM	4	EA	\$1,250.00	\$5,000.00	4.00	\$5,000.00	0.00	\$0.00	4.00	\$5,000.00	100.0%
726	TOTALS THIS PAGE				\$123,911.00		\$122,383.00	0.00	\$0.00		\$122,383.00	100.0%

Town Of Addison

DATE: 9/27/2004
ESTIMATE: 9

QUANTITIES THROUGH Sep 27, 2004

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	CONTRACT TOTAL	PREVIOUS QUANTITY	PREVIOUS AMOUNT	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY TO DATE	TODATE AMOUNT	% DOLLARS COMPLETE
CONSTRUCTION												
801	METER SOCKET BASE	2	EA	\$125.00	\$250.00	3.00	\$375.00	0.00	\$0.00	3.00	\$375.00	100.0%
802	ENCLOS TO SUPPORT METER, PANEL, CONTACTOR, TIME CLOCK	1	EA	\$3,500.00	\$3,500.00	1.00	\$3,500.00	0.00	\$0.00	1.00	\$3,500.00	100.0%
803	SERV GRND	1	EA	\$50.00	\$50.00	1.00	\$50.00	0.00	\$0.00	1.00	\$50.00	100.0%
804	PANEL BRD W/BREAKERS	1	EA	\$1,200.00	\$1,200.00	1.00	\$1,200.00	0.00	\$0.00	1.00	\$1,200.00	100.0%
805	ENCLOS & CONTACTOR	1	EA	\$900.00	\$900.00	1.00	\$900.00	0.00	\$0.00	1.00	\$900.00	100.0%
806	7 DAY TIME CLOCK	1	EA	\$75.00	\$75.00	1.00	\$75.00	0.00	\$0.00	1.00	\$75.00	100.0%
807	PHOTO CELL & CONNECTIONS	1	EA	\$50.00	\$50.00	1.00	\$50.00	0.00	\$0.00	1.00	\$50.00	100.0%
808	2" GRC ELBOW	20	EA	\$17.00	\$340.00	20.00	\$340.00	0.00	\$0.00	20.00	\$340.00	100.0%
809	2" PVC SCH 40 CONDUIT	530	LF	\$3.00	\$1,590.00	530.00	\$1,590.00	0.00	\$0.00	530.00	\$1,590.00	100.0%
810	2" PVC SCH 40 CONDUIT W/PULL ROPE	620	LF	\$3.00	\$1,860.00	620.00	\$1,860.00	0.00	\$0.00	620.00	\$1,860.00	100.0%
811	2" GRC CONDUIT	40	LF	\$7.00	\$280.00	40.00	\$280.00	0.00	\$0.00	40.00	\$280.00	100.0%
812	3" GRC ELBOW	2	EA	\$13.00	\$26.00	2.00	\$26.00	0.00	\$0.00	2.00	\$26.00	100.0%
813	3" PVC SCH 40 CONDUIT W/EMBED	370	LF	\$3.00	\$1,110.00	370.00	\$1,110.00	0.00	\$0.00	370.00	\$1,110.00	100.0%
814	3" GRC CONDUIT	15	EA	\$4.00	\$60.00	15.00	\$60.00	0.00	\$0.00	15.00	\$60.00	100.0%
815	HI COMPRESSION TAP	36	EA	\$15.00	\$540.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
816	#10 AWG CONDUCTOR	10	LF	\$0.50	\$5.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
817	#08 AWG CONDUCTOR	1500	LF	\$0.75	\$1,125.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
818	NO ITEM	0		\$0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
819	NO ITEM	0		\$0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
820	STL LIGHT PULL BOX	4	EA	\$250.00	\$1,000.00	4.00	\$1,000.00	0.00	\$0.00	4.00	\$1,000.00	100.0%
821	PED POLE LIGHT FOUND	7	EA	\$500.00	\$3,500.00	9.00	\$4,500.00	0.00	\$0.00	9.00	\$4,500.00	128.6%
822	PED LIGHT POLE & LUM FIXTURES, 2 EA	7	EA	\$3,700.00	\$25,900.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
823	VEHICULAR POLE LIGHT FOUND	2	EA	\$500.00	\$1,000.00	8.00	\$4,000.00	0.00	\$0.00	8.00	\$4,000.00	400.0%
824	VEHICULAR POLE & SGL LUM	2	EA	\$3,000.00	\$6,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
825	30 AMP DISCONNECT SWITCH W/FUSES	1	EA	\$300.00	\$300.00	1.00	\$300.00	0.00	\$0.00	1.00	\$300.00	100.0%
TOTALS THIS PAGE					\$50,661.00		\$21,216.00		\$0.00		\$21,216.00	

DATE: 9/27/2004
ESTIMATE: 9

Town Of Addison
Spectrum Dr. North/ South Extension #04-03

QUANTITIES THROUGH Sep 27, 2004

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	CONTRACT TOTAL	PREVIOUS QUANTITY	PREVIOUS AMOUNT	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY TO DATE	TO DATE AMOUNT	% DOLLARS COMPLETE
CONSTRUCTION												
1	CO #1 File Lane	1	LS	\$101,587.00	\$101,587.00	1.00	\$101,587.00	0.00	\$0.00	1.00	\$101,587.00	100.0%
2	CO #2 Bike Rail, Retaining Wall Steps	1	LS	\$54,449.90	\$54,449.90	1.00	\$54,449.90	0.00	\$0.00	1.00	\$54,449.90	100.0%
3					\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
4					\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
TOTALS THIS PAGE					\$156,036.90		\$156,036.90		\$0.00		\$156,036.90	

GRAND TOTAL	\$2,693,016.40	\$2,459,954.40	\$90,782.00	\$2,550,736.40	94.7%
			\$4,539.10		
			\$86,242.90		

Council Agenda Item: #2f

SUMMARY:

Council approval is requested of 9-1-1 billing agreements with the following communication carriers which have received a Service Provider Certificate of Operating Authority (SPCOA) from the Texas Public Utilities Commission:

GTC Telecom	Comm South Companies, Inc.
Quantum Shift Communications, Inc.	Metro Teleconnect Companies
Starlight Phone, Inc.	AT&T Communications of Texas
Matrix Telecom, Inc.	

FINANCIAL IMPACT:

No financial impact to the Town will be realized, as these carriers are currently submitting access fees to the Town. 9-1-1 fees are generating approximately \$580,000 each year. The revenue is collected by the telephone companies from their customers. The fee of the base rate approximates 62 cents on a monthly single-family residential bill. Theoretically, any revenue generated from these billing agreements will simply replace the fees the Town would have received from Southwestern Bell.

BACKGROUND:

Section 82.202 of the Town's code of ordinances requires that all 9-1-1 carriers establish an agreement with us. Many carriers are operating without a formal agreement, and we are attempting to document each carrier. The carriers listed above have submitted signed 9-1-1 billing agreements developed by the Town attorney (one copy attached for information). With the addition of the above nine companies, Addison will have approximately 40 current 9-1-1 contracts.

RECOMMENDATION:

It is recommended council authorize the city manager to enter into 9-1-1 agreements with the providers listed above.

9-1-1 EMERGENCY SERVICE AGREEMENT

This 9-1-1 Emergency Service Agreement ("Agreement") establishes the rates, terms, and conditions for 9-1-1 emergency service interconnection by GTC Telecom ("Company") with the Town of Addison 9-1-1 Emergency Network ("9-1-1 Entity") (collectively "Parties").

WHEREAS, the Texas Legislature and the United States Congress have authorized the provision of telecommunications service in the local marketplace by service suppliers other than the holders of certificates of convenience and necessity ("CCN"); and,

WHEREAS a CCN holder is the incumbent local exchange company that holds a certificate of convenience and necessity granted by the Public Utility Commission of Texas ("PUC") on September 1, 1995, for each service area(s) within the territory of the 9-1-1 Entity; and,

WHEREAS, Company is a holder of a service provider certificate of operating authority that has received certificate number 60396 from the PUC and, therefore, a service supplier and a service provider of local telecommunications service ("service supplier") pursuant to Chapter 771 or Chapter 772 of the Texas Health and Safety Code, §§ 771.001 *et seq.*, 772.001 *et seq.*, or other applicable law pertaining to home rule cities (collectively "the Applicable Laws"), as amended, that must provide 9-1-1 emergency service to that portion of the Company's service area located within the territory of the 9-1-1 Entity; and,

WHEREAS, the 9-1-1 Entity is a political subdivision of the State of Texas established pursuant to the Applicable Laws and must interconnect service suppliers into the 9-1-1 emergency service area served by the 9-1-1 Entity; and,

WHEREAS, this 9-1-1 emergency service interconnection must protect, maintain, and further the high quality, standards-based 9-1-1 emergency service and not inappropriately and unreasonably increase the costs of 9-1-1 emergency service to the 9-1-1 Entity;

NOW, THEREFORE, in consideration of the listed mutual promises and benefits, the Parties agree as follows:

1. Company must comply with all provisions of the Applicable Laws and any requirements implementing or interpreting the Applicable Laws promulgated by the 9-1-1 Entity pursuant to the authority vested in the 9-1-1 Entity.
2. Company shall bill, collect, and remit the appropriate 9-1-1 emergency service

fee to the Town of Addison as provided in the Applicable Laws and reflected in Attachment No. 1.

Company shall remit the appropriate fees and/or, if applicable, surcharge per the rules and schedules established by the Comptroller of Public Accounts, and Texas Health and Safety Code Sections 771.071, 771.073, and 771.077. At all times Company shall be responsible for the accuracy of the report. From time to time, the Commission on State Emergency Communications ("CSEC") may change the 9-1-1 emergency service fee. Such changes shall be communicated to Company for changes in Company's collection and remittance of 9-1-1 emergency service fee, according to the provisions of the Applicable Laws. CSEC or the Comptroller shall notify Company of any change Company must make in Company's collection and remittance of 9-1-1 emergency service fee with sufficient advance time, but not to exceed 91 days before the date the change takes effect, to permit Company's billing system to comply timely with the change. Furthermore, also pursuant to the Applicable Laws, Company may retain an administrative fee equal to one percent (1%) of the fees Company collects.

3. This service agreement shall be in full force and effect so long as Company's status is strictly that of a reseller and the Company does not use any facilities. Company shall inform the 9-1-1 Entity of any changes or expansion of its service, or in the use of facilities, in its calling area or service territory 60 days in advance of such change or expansion.

4. Any notice required or permitted to be given by the 9-1-1 Entity to Company under this agreement shall be mailed to Company certified or registered U. S. Mail, postage prepaid, return receipt requested to the following address:

(Name and Address of Company)

GTC Telecom
3151 Airway Ave.
Bldg P-3
Costa Mesa CA 92626
Attention: John Donoghue

Any notice required or permitted to be given by the Company to 9-1-1 Entity under this agreement shall be mailed by certified or registered U. S. Mail, postage prepaid, return receipt requested or delivered to the following address:

Town of Addison Finance Dept.
P. O. Box 9010
Addison, TX 75001-9010
Attention: Elaine Difiglia, Collections Manager

5. The Company and the 9-1-1 Entity will provide and periodically update a contact list. The contact list is found in Attachment No. 2.

6. The 9-1-1 Entity shall not impose on Company any requirement, service, feature, standard, or rate that is not required of the incumbent local exchange company CCN holder.

7. This Agreement, together with all attachments, sets forth the entire understanding of the Parties. No representation, promise, or statement of intention has been made by either Party that is not embodied herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the last date signed below.

Town of Addison, Texas

Company



(Printed Name)

Jerry DeCicco
(Printed Name)

(Title)

CFO
(Title)

Date: _____

Date: 8/4/04

Council Agenda Item: #2g

SUMMARY:

Council approval is requested of 9-1-1 billing agreements with the following communication carriers which have received a Service Provider Certificate of Operating Authority (SPCOA) from the Texas Public Utilities Commission:

GTC Telecom	Comm South Companies, Inc.
Quantum Shift Communications, Inc.	Metro Teleconnect Companies
Starlight Phone, Inc.	AT&T Communications of Texas
Matrix Telecom, Inc.	

FINANCIAL IMPACT:

No financial impact to the Town will be realized, as these carriers are currently submitting access fees to the Town. 9-1-1 fees are generating approximately \$580,000 each year. The revenue is collected by the telephone companies from their customers. The fee of the base rate approximates 62 cents on a monthly single-family residential bill. Theoretically, any revenue generated from these billing agreements will simply replace the fees the Town would have received from Southwestern Bell.

BACKGROUND:

Section 82.202 of the Town's code of ordinances requires that all 9-1-1 carriers establish an agreement with us. Many carriers are operating without a formal agreement, and we are attempting to document each carrier. The carriers listed above have submitted signed 9-1-1 billing agreements developed by the Town attorney (one copy attached for information). With the addition of the above nine companies, Addison will have approximately 40 current 9-1-1 contracts.

RECOMMENDATION:

It is recommended council authorize the city manager to enter into 9-1-1 agreements with the providers listed above.

9-1-1 EMERGENCY SERVICE AGREEMENT

This 9-1-1 Emergency Service Agreement ("Agreement") establishes the rates, terms, and conditions for 9-1-1 emergency service interconnection by QuantumShift ("Company") with the Town of Addison 9-1-1 Emergency Network ("9-1-1 Entity") (collectively "Parties").

Communications, Inc. ("QuantumShift")
WHEREAS, the Texas Legislature and the United States Congress have authorized the provision of telecommunications service in the local marketplace by service suppliers other than the holders of certificates of convenience and necessity ("CCN"); and,

WHEREAS a CCN holder is the incumbent local exchange company that holds a certificate of convenience and necessity granted by the Public Utility Commission of Texas ("PUC") on September 1, 1995, for each service area(s) within the territory of the 9-1-1 Entity; and,

WHEREAS, Company is a holder of a service provider certificate of operating authority that has received certificate number 21292 from the PUC and, therefore, a service supplier and a service provider of local telecommunications service ("service supplier") pursuant to Chapter 771 or Chapter 772 of the Texas Health and Safety Code, §§ 771.001 *et seq.*, 772.001 *et seq.*, or other applicable law pertaining to home rule cities (collectively "the Applicable Laws"), as amended, that must provide 9-1-1 emergency service to that portion of the Company's service area located within the territory of the 9-1-1 Entity; and,

WHEREAS, the 9-1-1 Entity is a political subdivision of the State of Texas established pursuant to the Applicable Laws and must interconnect service suppliers into the 9-1-1 emergency service area served by the 9-1-1 Entity; and,

WHEREAS, this 9-1-1 emergency service interconnection must protect, maintain, and further the high quality, standards-based 9-1-1 emergency service and not inappropriately and unreasonably increase the costs of 9-1-1 emergency service to the 9-1-1 Entity;

NOW, THEREFORE, in consideration of the listed mutual promises and benefits, the Parties agree as follows:

1. Company must comply with all provisions of the Applicable Laws and any requirements implementing or interpreting the Applicable Laws promulgated by the 9-1-1 Entity pursuant to the authority vested in the 9-1-1 Entity.
2. Company shall bill, collect, and remit the appropriate 9-1-1 emergency service

fee to the Town of Addison as provided in the Applicable Laws and reflected in Attachment No. 1.

Company shall remit the appropriate fees and/or, if applicable, surcharge per the rules and schedules established by the Comptroller of Public Accounts, and Texas Health and Safety Code Sections 771.071, 771.073, and 771.077. At all times Company shall be responsible for the accuracy of the report. From time to time, the Commission on State Emergency Communications ("CSEC") may change the 9-1-1 emergency service fee. Such changes shall be communicated to Company for changes in Company's collection and remittance of 9-1-1 emergency service fee, according to the provisions of the Applicable Laws. CSEC or the Comptroller shall notify Company of any change Company must make in Company's collection and remittance of 9-1-1 emergency service fee with sufficient advance time, but not to exceed 91 days before the date the change takes effect, to permit Company's billing system to comply timely with the change. Furthermore, also pursuant to the Applicable Laws, Company may retain an administrative fee equal to one percent (1%) of the fees Company collects.

3. This service agreement shall be in full force and effect so long as Company's status is strictly that of a reseller and the Company does not use any facilities. Company shall inform the 9-1-1 Entity of any changes or expansion of its service, or in the use of facilities, in its calling area or service territory 60 days in advance of such change or expansion.

4. Any notice required or permitted to be given by the 9-1-1 Entity to Company under this agreement shall be mailed to Company certified or registered U. S. Mail, postage prepaid, return receipt requested to the following address:

(Name and Address of Company)

QuantumShift
12647 Alcosta Blvd.
Suite 470
San Ramon, CA 94583
Attention: Jenna Brown

Any notice required or permitted to be given by the Company to 9-1-1 Entity under this agreement shall be mailed by certified or registered U. S. Mail, postage prepaid, return receipt requested or delivered to the following address:

Town of Addison Finance Dept.
P. O. Box 9010
Addison, TX 75001-9010
Attention: Elaine Difiglia, Collections Manager

5. The Company and the 9-1-1 Entity will provide and periodically update a contact list. The contact list is found in Attachment No. 2.

6. The 9-1-1 Entity shall not impose on Company any requirement, service, feature, standard, or rate that is not required of the incumbent local exchange company CCN holder.

7. This Agreement, together with all attachments, sets forth the entire understanding of the Parties. No representation, promise, or statement of intention has been made by either Party that is not embodied herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the last date signed below.

Town of Addison, Texas

Company

Jenna Brown
QuantumShift

(Printed Name)

Jenna Brown
(Printed Name)

(Title)

Manager, Regulatory Affairs
(Title)

Date: _____

Date: 7/20/04

ATTACHMENT NO. 2

9-1-1 ENTITY ESCALATION & CONTACT LIST

Database & Billing

Town of Addison
Finance Department/Collections
Elaine DiFiglia, Manager
(972) 450-7080

PSAP Operations

Janet Cowart
Communications Supervisor
Town of Addison Police Department
(972) 450-7159

9-1-1 Entity Management

Joni Ramsey
Manager, Public Safety Communications
Town of Addison Police Department
(972) 450-7122

Company Service Order

Name: Jenna Brown
Title: Manager, Regulatory Affairs
Phone #: 415-209-7044

Company Management

Name: Sameer Hilal
Title: Chief Operating Officer
Phone #: 415-209-7044

Company Billing

Name: Atlantax Systems, Inc.
Title: Attn: Elly Cleary
Phone #: 310-792-8081

Council Agenda Item: #2h

SUMMARY:

Council approval is requested of 9-1-1 billing agreements with the following communication carriers which have received a Service Provider Certificate of Operating Authority (SPCOA) from the Texas Public Utilities Commission:

GTC Telecom	Comm South Companies, Inc.
Quantum Shift Communications, Inc.	Metro Teleconnect Companies
Starlight Phone, Inc.	AT&T Communications of Texas
Matrix Telecom, Inc.	

FINANCIAL IMPACT:

No financial impact to the Town will be realized, as these carriers are currently submitting access fees to the Town. 9-1-1 fees are generating approximately \$580,000 each year. The revenue is collected by the telephone companies from their customers. The fee of the base rate approximates 62 cents on a monthly single-family residential bill. Theoretically, any revenue generated from these billing agreements will simply replace the fees the Town would have received from Southwestern Bell.

BACKGROUND:

Section 82.202 of the Town's code of ordinances requires that all 9-1-1 carriers establish an agreement with us. Many carriers are operating without a formal agreement, and we are attempting to document each carrier. The carriers listed above have submitted signed 9-1-1 billing agreements developed by the Town attorney (one copy attached for information). With the addition of the above nine companies, Addison will have approximately 40 current 9-1-1 contracts.

RECOMMENDATION:

It is recommended council authorize the city manager to enter into 9-1-1 agreements with the providers listed above.

9-1-1 EMERGENCY SERVICE AGREEMENT

This 9-1-1 Emergency Service Agreement ("Agreement") establishes the rates, terms, and conditions for 9-1-1 emergency service interconnection by STARLIGHT PHONE, INC ("Company") with the Town of Addison 9-1-1 Emergency Network ("9-1-1 Entity") (collectively "Parties").

WHEREAS, the Texas Legislature and the United States Congress have authorized the provision of telecommunications service in the local marketplace by service suppliers other than the holders of certificates of convenience and necessity ("CCN"); and,

WHEREAS a CCN holder is the incumbent local exchange company that holds a certificate of convenience and necessity granted by the Public Utility Commission of Texas ("PUC") on September 1, 1995, for each service area(s) within the territory of the 9-1-1 Entity; and,

WHEREAS, Company is a holder of a service provider certificate of operating authority that has received certificate number 60548 from the PUC and, therefore, a service supplier and a service provider of local telecommunications service ("service supplier") pursuant to Chapter 771 or Chapter 772 of the Texas Health and Safety Code, §§ 771.001 *et seq.*, 772.001 *et seq.*, or other applicable law pertaining to home rule cities (collectively "the Applicable Laws"), as amended, that must provide 9-1-1 emergency service to that portion of the Company's service area located within the territory of the 9-1-1 Entity; and,

WHEREAS, the 9-1-1 Entity is a political subdivision of the State of Texas established pursuant to the Applicable Laws and must interconnect service suppliers into the 9-1-1 emergency service area served by the 9-1-1 Entity; and,

WHEREAS, this 9-1-1 emergency service interconnection must protect, maintain, and further the high quality, standards-based 9-1-1 emergency service and not inappropriately and unreasonably increase the costs of 9-1-1 emergency service to the 9-1-1 Entity;

NOW, THEREFORE, in consideration of the listed mutual promises and benefits, the Parties agree as follows:

1. Company must comply with all provisions of the Applicable Laws and any requirements implementing or interpreting the Applicable Laws promulgated by the 9-1-1 Entity pursuant to the authority vested in the 9-1-1 Entity.
2. Company shall bill, collect, and remit the appropriate 9-1-1 emergency service

fee to the Town of Addison as provided in the Applicable Laws and reflected in Attachment No. 1.

Company shall remit the appropriate fees and/or, if applicable, surcharge per the rules and schedules established by the Comptroller of Public Accounts, and Texas Health and Safety Code Sections 771.071, 771.073, and 771.077. At all times Company shall be responsible for the accuracy of the report. From time to time, the Commission on State Emergency Communications ("CSEC") may change the 9-1-1 emergency service fee. Such changes shall be communicated to Company for changes in Company's collection and remittance of 9-1-1 emergency service fee, according to the provisions of the Applicable Laws. CSEC or the Comptroller shall notify Company of any change Company must make in Company's collection and remittance of 9-1-1 emergency service fee with sufficient advance time, but not to exceed 91 days before the date the change takes effect, to permit Company's billing system to comply timely with the change. Furthermore, also pursuant to the Applicable Laws, Company may retain an administrative fee equal to one percent (1%) of the fees Company collects.

3. This service agreement shall be in full force and effect so long as Company's status is strictly that of a reseller and the Company does not use any facilities. Company shall inform the 9-1-1 Entity of any changes or expansion of its service, or in the use of facilities, in its calling area or service territory 60 days in advance of such change or expansion.

4. Any notice required or permitted to be given by the 9-1-1 Entity to Company under this agreement shall be mailed to Company certified or registered U. S. Mail, postage prepaid, return receipt requested to the following address:

(Name and Address of Company)

STARLIGHT PHONE, INC
1215 A W. BUCKINGHAM ROAD
CIARLAND, TEXAS - 75040

Attention: NIKESH (NICK) PARDIWALA

Any notice required or permitted to be given by the Company to 9-1-1 Entity under this agreement shall be mailed by certified or registered U. S. Mail, postage prepaid, return receipt requested or delivered to the following address:

Town of Addison Finance Dept.
P. O. Box 9010
Addison, TX 75001-9010
Attention: Elaine Difiglia, Collections Manager

5. The Company and the 9-1-1 Entity will provide and periodically update a contact list. The contact list is found in Attachment No. 2.

6. The 9-1-1 Entity shall not impose on Company any requirement, service, feature, standard, or rate that is not required of the incumbent local exchange company CCN holder.

7. This Agreement, together with all attachments, sets forth the entire understanding of the Parties. No representation, promise, or statement of intention has been made by either Party that is not embodied herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the last date signed below.

Town of Addison, Texas

Company STARLIGHT PHONE, INC

N. Pardiwala

(Printed Name)

NIKESH PARDIWALA

(Printed Name)

VICE PRESIDENT

(Title)

(Title)

Date: _____

Date: 08/11/04

ATTACHMENT NO. 2

9-1-1 ENTITY ESCALATION & CONTACT LIST

Database & Billing

Town of Addison
Finance Department/Collections
Elaine Difiglia, Manager
(972) 450-7080

PSAP Operations

Janet Cowart
Communications Supervisor
Town of Addison Police Department
(972) 450-7159

9-1-1 Entity Management

Joni Ramsey
Manager, Public Safety Communications
Town of Addison Police Department
(972) 450-7122

Company Service Order

Name:
Title:
Phone #:

Company Management

Name: KISHOR KAPADIA
Title: PRESIDENT
Phone #: 972.530-7544

Company Billing

Name: NIKESH (NICK) PARDIWALA
Title: VICE PRESIDENT
Phone #: 972.530-8741

Council Agenda Item: #2i

SUMMARY:

Council approval is requested of 9-1-1 billing agreements with the following communication carriers which have received a Service Provider Certificate of Operating Authority (SPCOA) from the Texas Public Utilities Commission:

GTC Telecom	Comm South Companies, Inc.
Quantum Shift Communications, Inc.	Metro Teleconnect Companies
Starlight Phone, Inc.	AT&T Communications of Texas
Matrix Telecom, Inc.	

FINANCIAL IMPACT:

No financial impact to the Town will be realized, as these carriers are currently submitting access fees to the Town. 9-1-1 fees are generating approximately \$580,000 each year. The revenue is collected by the telephone companies from their customers. The fee of the base rate approximates 62 cents on a monthly single-family residential bill. Theoretically, any revenue generated from these billing agreements will simply replace the fees the Town would have received from Southwestern Bell.

BACKGROUND:

Section 82.202 of the Town's code of ordinances requires that all 9-1-1 carriers establish an agreement with us. Many carriers are operating without a formal agreement, and we are attempting to document each carrier. The carriers listed above have submitted signed 9-1-1 billing agreements developed by the Town attorney (one copy attached for information). With the addition of the above nine companies, Addison will have approximately 40 current 9-1-1 contracts.

RECOMMENDATION:

It is recommended council authorize the city manager to enter into 9-1-1 agreements with the providers listed above.

9-1-1 EMERGENCY SERVICE AGREEMENT

This 9-1-1 Emergency Service Agreement ("Agreement") establishes the rates, terms, and conditions for 9-1-1 emergency service interconnection by MATRIX TELECOM, INC ("Company") with the Town of Addison 9-1-1 Emergency Network ("9-1-1 Entity") (collectively "Parties").

WHEREAS, the Texas Legislature and the United States Congress have authorized the provision of telecommunications service in the local marketplace by service suppliers other than the holders of certificates of convenience and necessity ("CCN"); and,

WHEREAS a CCN holder is the incumbent local exchange company that holds a certificate of convenience and necessity granted by the Public Utility Commission of Texas ("PUC") on September 1, 1995, for each service area(s) within the territory of the 9-1-1 Entity; and,

WHEREAS, Company is a holder of a service provider certificate of operating authority that has received certificate number 60108 from the PUC and, therefore, a service supplier and a service provider of local telecommunications service ("service supplier") pursuant to Chapter 771 or Chapter 772 of the Texas Health and Safety Code, §§ 771.001 *et seq.*, 772.001 *et seq.*, or other applicable law pertaining to home rule cities (collectively "the Applicable Laws"), as amended, that must provide 9-1-1 emergency service to that portion of the Company's service area located within the territory of the 9-1-1 Entity; and,

WHEREAS, the 9-1-1 Entity is a political subdivision of the State of Texas established pursuant to the Applicable Laws and must interconnect service suppliers into the 9-1-1 emergency service area served by the 9-1-1 Entity; and,

WHEREAS, this 9-1-1 emergency service interconnection must protect, maintain, and further the high quality, standards-based 9-1-1 emergency service and not inappropriately and unreasonably increase the costs of 9-1-1 emergency service to the 9-1-1 Entity;

NOW, THEREFORE, in consideration of the listed mutual promises and benefits, the Parties agree as follows:

1. Company must comply with all provisions of the Applicable Laws and any requirements implementing or interpreting the Applicable Laws promulgated by the 9-1-1 Entity pursuant to the authority vested in the 9-1-1 Entity.
2. Company shall bill, collect, and remit the appropriate 9-1-1 emergency service

fee to the Town of Addison as provided in the Applicable Laws and reflected in Attachment No. 1.

Company shall remit the appropriate fees and/or, if applicable, surcharge per the rules and schedules established by the Comptroller of Public Accounts, and Texas Health and Safety Code Sections 771.071, 771.073, and 771.077. At all times Company shall be responsible for the accuracy of the report. From time to time, the Commission on State Emergency Communications ("CSEC") may change the 9-1-1 emergency service fee. Such changes shall be communicated to Company for changes in Company's collection and remittance of 9-1-1 emergency service fee, according to the provisions of the Applicable Laws. CSEC or the Comptroller shall notify Company of any change Company must make in Company's collection and remittance of 9-1-1 emergency service fee with sufficient advance time, but not to exceed 91 days before the date the change takes effect, to permit Company's billing system to comply timely with the change. Furthermore, also pursuant to the Applicable Laws, Company may retain an administrative fee equal to one percent (1%) of the fees Company collects.

3. This service agreement shall be in full force and effect so long as Company's status is strictly that of a reseller and the Company does not use any facilities. Company shall inform the 9-1-1 Entity of any changes or expansion of its service, or in the use of facilities, in its calling area or service territory 60 days in advance of such change or expansion.

4. Any notice required or permitted to be given by the 9-1-1 Entity to Company under this agreement shall be mailed to Company certified or registered U. S. Mail, postage prepaid, return receipt requested to the following address:

(Name and Address of Company)

Telecom Professionals, Inc.

2912 Lakeside Drive

Oklahoma City, OK 73120

Attention: JUDITH A. RILEY

Any notice required or permitted to be given by the Company to 9-1-1 Entity under this agreement shall be mailed by certified or registered U. S. Mail, postage prepaid, return receipt requested or delivered to the following address:

Town of Addison Finance Dept.

P. O. Box 9010

Addison, TX 75001-9010

Attention: Elaine Difiglia, Collections Manager

5. The Company and the 9-1-1 Entity will provide and periodically update a contact list. The contact list is found in Attachment No. 2.

6. The 9-1-1 Entity shall not impose on Company any requirement, service, feature, standard, or rate that is not required of the incumbent local exchange company CCN holder.

7. This Agreement, together with all attachments, sets forth the entire understanding of the Parties. No representation, promise, or statement of intention has been made by either Party that is not embodied herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the last date signed below.

Town of Addison, Texas

Company

MATRIX TELECOM, INC

(Printed Name)

Dennis Smith

(Printed Name)

(Title)

President

(Title)

Date: _____

Date: 8/17/04

ATTACHMENT NO. 2

9-1-1 ENTITY ESCALATION & CONTACT LIST

Database & Billing

Town of Addison
Finance Department/Collections
Elaine Difiglia, Manager
(972) 450-7080

PSAP Operations

Janet Cowart
Communications Supervisor
Town of Addison Police Department
(972) 450-7159

9-1-1 Entity Management

Joni Ramsey
Manager, Public Safety Communications
Town of Addison Police Department
(972) 450-7122

Company Service Order

Name: *Mandi Calvert*
Title: *Provisioning Manager*
Phone #: *405. 717. 9650*

Company Management

Name: DENNIS SMITH
Title: 300 N MERIDIAN AVE., STE 280
Phone #: OKLAHOMA CITY, OK 73107

Company Billing

Name: *Heather Harding*
Title: *AP Clerk*
Phone #: *405. 717. 9662*

Council Agenda Item: #2j

SUMMARY:

Council approval is requested of 9-1-1 billing agreements with the following communication carriers which have received a Service Provider Certificate of Operating Authority (SPCOA) from the Texas Public Utilities Commission:

GTC Telecom	Comm South Companies, Inc.
Quantum Shift Communications, Inc.	Metro Teleconnect Companies
Starlight Phone, Inc.	AT&T Communications of Texas
Matrix Telecom, Inc.	

FINANCIAL IMPACT:

No financial impact to the Town will be realized, as these carriers are currently submitting access fees to the Town. 9-1-1 fees are generating approximately \$580,000 each year. The revenue is collected by the telephone companies from their customers. The fee of the base rate approximates 62 cents on a monthly single-family residential bill. Theoretically, any revenue generated from these billing agreements will simply replace the fees the Town would have received from Southwestern Bell.

BACKGROUND:

Section 82.202 of the Town's code of ordinances requires that all 9-1-1 carriers establish an agreement with us. Many carriers are operating without a formal agreement, and we are attempting to document each carrier. The carriers listed above have submitted signed 9-1-1 billing agreements developed by the Town attorney (one copy attached for information). With the addition of the above nine companies, Addison will have approximately 40 current 9-1-1 contracts.

RECOMMENDATION:

It is recommended council authorize the city manager to enter into 9-1-1 agreements with the providers listed above.

9-1-1 EMERGENCY SERVICE AGREEMENT

This 9-1-1 Emergency Service Agreement ("Agreement") establishes the rates, terms, and conditions for 9-1-1 emergency service interconnection by Comm South Companies, Inc. ("Company") with the Town of Addison 9-1-1 Emergency Network ("9-1-1 Entity") (collectively "Parties").

WHEREAS, the Texas Legislature and the United States Congress have authorized the provision of telecommunications service in the local marketplace by service suppliers other than the holders of certificates of convenience and necessity ("CCN"); and,

WHEREAS a CCN holder is the incumbent local exchange company that holds a certificate of convenience and necessity granted by the Public Utility Commission of Texas ("PUC") on September 1, 1995, for each service area(s) within the territory of the 9-1-1 Entity; and,

WHEREAS, Company is a holder of a service provider certificate of operating authority that has received certificate number 60012 from the PUC and, therefore, a service supplier and a service provider of local telecommunications service ("service supplier") pursuant to Chapter 771 or Chapter 772 of the Texas Health and Safety Code, §§ 771.001 *et seq.*, 772.001 *et seq.*, or other applicable law pertaining to home rule cities (collectively "the Applicable Laws"), as amended, that must provide 9-1-1 emergency service to that portion of the Company's service area located within the territory of the 9-1-1 Entity; and,

WHEREAS, the 9-1-1 Entity is a political subdivision of the State of Texas established pursuant to the Applicable Laws and must interconnect service suppliers into the 9-1-1 emergency service area served by the 9-1-1 Entity; and,

WHEREAS, this 9-1-1 emergency service interconnection must protect, maintain, and further the high quality, standards-based 9-1-1 emergency service and not inappropriately and unreasonably increase the costs of 9-1-1 emergency service to the 9-1-1 Entity;

NOW, THEREFORE, in consideration of the listed mutual promises and benefits, the Parties agree as follows:

1. Company must comply with all provisions of the Applicable Laws and any requirements implementing or interpreting the Applicable Laws promulgated by the 9-1-1 Entity pursuant to the authority vested in the 9-1-1 Entity.
2. Company shall bill, collect, and remit the appropriate 9-1-1 emergency service

fee and/or, if applicable, surcharge to the Town of Addison as provided in the Applicable Laws and reflected in Attachment No. 1.

Company shall remit the appropriate fees and/or, if applicable, surcharge per the rules and schedules established by the Comptroller of Public Accounts, and Texas Health and Safety Code Sections 771.071, 771.073, and 771.077. At all times Company shall be responsible for the accuracy of the report. From time to time, the Commission on State Emergency Communications ("CSEC") may change the 9-1-1 emergency service fee. Such changes shall be communicated to Company for changes in Company's collection and remittance of 9-1-1 emergency service fee, according to the provisions of the Applicable Laws. CSEC or the Comptroller shall notify Company of any change Company must make in Company's collection and remittance of 9-1-1 emergency service fee with sufficient advance time, but not to exceed 91 days before the date the change takes effect, to permit Company's billing system to comply timely with the change. Furthermore, also pursuant to the Applicable Laws, Company may retain an administrative fee equal to one percent (1%) of the fees Company collects.

3. This service agreement shall be in full force and effect so long as Company's status is strictly that of a reseller and the Company does not use any facilities. Company shall inform the 9-1-1 Entity of any changes or expansion of its service, or in the use of facilities, in its calling area or service territory 60 days in advance of such change or expansion.

4. Any notice required or permitted to be given by the 9-1-1 Entity to Company under this agreement shall be mailed to Company certified or registered U. S. Mail, postage prepaid, return receipt requested to the following address:

(Name and Address of Company)

Comm South Companies, Inc.
8035 E. RL Thornton
Suite 410
Dallas, Texas 75228

Attention: Sheri Pringle

Any notice required or permitted to be given by the Company to 9-1-1 Entity under this agreement shall be mailed by certified or registered U. S. Mail, postage prepaid, return receipt requested or delivered to the following address:

Town of Addison Finance Dept.
P.O. Box 9010
Addison, Tx 75001-9010
Attention: Elaine Difiglia, Collections Manager

5. The Company and the 9-1-1 Entity will provide and periodically update a contact list. The contact list is found in Attachment No. 2.

6. The 9-1-1 Entity shall not impose on Company any requirement, service, feature, standard, or rate that is not required of the incumbent local exchange company CCN holder.

7. This Agreement, together with all attachments, sets forth the entire understanding of the Parties. No representation, promise, or statement of intention has been made by either Party that is not embodied herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the last date signed below.

Town of Addison, Texas

Comm South Companies, Inc.

Sheri Pringle

(Printed Name)

Sheri Pringle

(Printed Name)

(Title)

Director – Regulatory Affairs

(Title)

Date: _____

Date: August 25, 2004

ATTACHMENT NO. 2

9-1-1 ENTITY ESCALATION & CONTACT LIST

Database & Billing

Town of Addison
Finance Department/Collections
Elaine Difiglia, Manager
(972) 450-7080

PSAP Operations

Janet Cowart
Communications Supervisor
Town of Addison Police Department
(972) 450-7159

9-1-1 Entity Management

Joni Ramsey
Manager, Public Safety Communications
Town of Addison Police Department
(972) 450-7122

Company:

1. Service Order

Comm South Companies, Inc.
Beverly Estes – Carrier Ops. Supv
8035 E. RL Thornton, Suite 410
Dallas, Texas 75228
(214) 355-7083

2. Company Management

Comm South Companies, Inc.
Sheri Pringle – Director, Reg. Affairs
8035 E. RL Thornton, Suite 410
Dallas, Texas 75228
(214) 355-7005

3. Company Billing

Tax Partners, LLC
Attn: Andy Harris
3100 Cumberland Boulevard, 9th Floor
Atlanta, GA 30339
(770) 956-7525 x237

Council Agenda Item: #2k

SUMMARY:

Council approval is requested of 9-1-1 billing agreements with the following communication carriers which have received a Service Provider Certificate of Operating Authority (SPCOA) from the Texas Public Utilities Commission:

GTC Telecom

Comm South Companies, Inc.

Quantum Shift Communications, Inc.

Metro Teleconnect Companies

Starlight Phone, Inc.

AT&T Communications of Texas

Matrix Telecom, Inc.

FINANCIAL IMPACT:

No financial impact to the Town will be realized, as these carriers are currently submitting access fees to the Town. 9-1-1 fees are generating approximately \$580,000 each year. The revenue is collected by the telephone companies from their customers. The fee of the base rate approximates 62 cents on a monthly single-family residential bill. Theoretically, any revenue generated from these billing agreements will simply replace the fees the Town would have received from Southwestern Bell.

BACKGROUND:

Section 82.202 of the Town's code of ordinances requires that all 9-1-1 carriers establish an agreement with us. Many carriers are operating without a formal agreement, and we are attempting to document each carrier. The carriers listed above have submitted signed 9-1-1 billing agreements developed by the Town attorney (one copy attached for information). With the addition of the above nine companies, Addison will have approximately 40 current 9-1-1 contracts.

RECOMMENDATION:

It is recommended council authorize the city manager to enter into 9-1-1 agreements with the providers listed above.

9-1-1 EMERGENCY SERVICE AGREEMENT

This 9-1-1 Emergency Service Agreement ("Agreement") establishes the rates, terms, and conditions for 9-1-1 emergency service interconnection by ~~Metro Teleconnect Companies~~ ("Company") with the Town of Addison 9-1-1 Emergency Network ("9-1-1 Entity") (collectively "Parties").

WHEREAS, the Texas Legislature and the United States Congress have authorized the provision of telecommunications service in the local marketplace by service suppliers other than the holders of certificates of convenience and necessity ("CCN"); and,

WHEREAS a CCN holder is the incumbent local exchange company that holds a certificate of convenience and necessity granted by the Public Utility Commission of Texas ("PUC") on September 1, 1995, for each service area(s) within the territory of the 9-1-1 Entity; and,

WHEREAS, Company is a holder of a service provider certificate of operating authority that has received certificate number 60490 from the PUC and, therefore, a service supplier and a service provider of local telecommunications service ("service supplier") pursuant to Chapter 771 or Chapter 772 of the Texas Health and Safety Code, §§ 771.001 *et seq.*, 772.001 *et seq.*, or other applicable law pertaining to home rule cities (collectively "the Applicable Laws"), as amended, that must provide 9-1-1 emergency service to that portion of the Company's service area located within the territory of the 9-1-1 Entity; and,

WHEREAS, the 9-1-1 Entity is a political subdivision of the State of Texas established pursuant to the Applicable Laws and must interconnect service suppliers into the 9-1-1 emergency service area served by the 9-1-1 Entity; and,

WHEREAS, this 9-1-1 emergency service interconnection must protect, maintain, and further the high quality, standards-based 9-1-1 emergency service and not inappropriately and unreasonably increase the costs of 9-1-1 emergency service to the 9-1-1 Entity;

NOW, THEREFORE, in consideration of the listed mutual promises and benefits, the Parties agree as follows:

1. Company must comply with all provisions of the Applicable Laws and any requirements implementing or interpreting the Applicable Laws promulgated by the 9-1-1 Entity pursuant to the authority vested in the 9-1-1 Entity.
2. Company shall bill, collect, and remit the appropriate 9-1-1 emergency service

fee to the Town of Addison as provided in the Applicable Laws and reflected in Attachment No. 1.

Company shall remit the appropriate fees and/or, if applicable, surcharge per the rules and schedules established by the Comptroller of Public Accounts, and Texas Health and Safety Code Sections 771.071, 771.073, and 771.077. At all times Company shall be responsible for the accuracy of the report. From time to time, the Commission on State Emergency Communications ("CSEC") may change the 9-1-1 emergency service fee. Such changes shall be communicated to Company for changes in Company's collection and remittance of 9-1-1 emergency service fee, according to the provisions of the Applicable Laws. CSEC or the Comptroller shall notify Company of any change Company must make in Company's collection and remittance of 9-1-1 emergency service fee with sufficient advance time, but not to exceed 91 days before the date the change takes effect, to permit Company's billing system to comply timely with the change. Furthermore, also pursuant to the Applicable Laws, Company may retain an administrative fee equal to one percent (1%) of the fees Company collects.

3. This service agreement shall be in full force and effect so long as Company's status is strictly that of a reseller and the Company does not use any facilities. Company shall inform the 9-1-1 Entity of any changes or expansion of its service, or in the use of facilities, in its calling area or service territory 60 days in advance of such change or expansion.

4. Any notice required or permitted to be given by the 9-1-1 Entity to Company under this agreement shall be mailed to Company certified or registered U. S. Mail, postage prepaid, return receipt requested to the following address:

(Name and Address of Company)

Metro Teleconnect Companies
2150 Herr Street
Harrisburg, PA
7103-1625
Attention: Amy T. Klinafelter

Any notice required or permitted to be given by the Company to 9-1-1 Entity under this agreement shall be mailed by certified or registered U. S. Mail, postage prepaid, return receipt requested or delivered to the following address:

Town of Addison Finance Dept.
P. O. Box 9010
Addison, TX 75001-9010
Attention: Elaine Difiglia, Collections Manager

5. The Company and the 9-1-1 Entity will provide and periodically update a contact list. The contact list is found in Attachment No. 2.

6. The 9-1-1 Entity shall not impose on Company any requirement, service, feature, standard, or rate that is not required of the incumbent local exchange company CCN holder.

7. This Agreement, together with all attachments, sets forth the entire understanding of the Parties. No representation, promise, or statement of intention has been made by either Party that is not embodied herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the last date signed below.

Town of Addison, Texas

Company

(Printed Name)

(Title)

Date: _____

Jerry C. Bantes

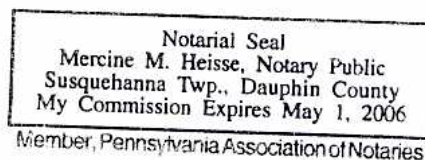
(Printed Name)

CFO

(Title)

Date: *7/28/04*

Mercine M. Heisse



ATTACHMENT NO. 2

9-1-1 ENTITY ESCALATION & CONTACT LIST

Database & Billing

Town of Addison
Finance Department/Collections
Elaine Difiglia, Manager
(972) 450-7080

PSAP Operations

Janet Cowart
Communications Supervisor
Town of Addison Police Department
(972) 450-7159

9-1-1 Entity Management

Joni Ramsey
Manager, Public Safety Communications
Town of Addison Police Department
(972) 450-7122

Company Service Order

Name: Amy T. Klinefelter
Title: Staff Acct
Phone #: 717-920-4987

Company Management

Name: Jerry Bankes
Title: CFO
Phone #: 717-564-0603

Company Billing

Name: Amy T. Klinefelter
Title: Staff Acct
Phone #: 717-920-4987

Council Agenda Item: #2I

SUMMARY:

Council approval is requested of 9-1-1 billing agreements with the following communication carriers which have received a Service Provider Certificate of Operating Authority (SPCOA) from the Texas Public Utilities Commission:

GTC Telecom	Comm South Companies, Inc.
Quantum Shift Communications, Inc.	Metro Teleconnect Companies
Starlight Phone, Inc.	AT&T Communications of Texas
Matrix Telecom, Inc.	

FINANCIAL IMPACT:

No financial impact to the Town will be realized, as these carriers are currently submitting access fees to the Town. 9-1-1 fees are generating approximately \$580,000 each year. The revenue is collected by the telephone companies from their customers. The fee of the base rate approximates 62 cents on a monthly single-family residential bill. Theoretically, any revenue generated from these billing agreements will simply replace the fees the Town would have received from Southwestern Bell.

BACKGROUND:

Section 82.202 of the Town's code of ordinances requires that all 9-1-1 carriers establish an agreement with us. Many carriers are operating without a formal agreement, and we are attempting to document each carrier. The carriers listed above have submitted signed 9-1-1 billing agreements developed by the Town attorney (one copy attached for information). With the addition of the above nine companies, Addison will have approximately 40 current 9-1-1 contracts.

RECOMMENDATION:

It is recommended council authorize the city manager to enter into 9-1-1 agreements with the providers listed above.

9-1-1 EMERGENCY SERVICE AGREEMENT

This 9-1-1 Emergency Service Agreement ("Agreement") establishes the rates, terms, and conditions for 9-1-1 emergency service interconnection by AT&T Communications of Texas, L.P. ("Company") with the Town of Addison 9-1-1 Emergency Network ("9-1-1 Entity") (collectively "Parties").

WHEREAS, the Texas Legislature and the United States Congress have authorized the provision of telecommunications service in the local marketplace by service suppliers other than the holders of certificates of convenience and necessity ("CCN"); and,

WHEREAS a CCN holder is the incumbent local exchange company that holds a certificate of convenience and necessity granted by the Public Utility Commission of Texas ("PUC") on September 1, 1995, for each service area(s) within the territory of the 9-1-1 Entity; and,

WHEREAS, Company is a holder of a service provider certificate of operating authority that has received certificate number 50003 from the PUC and, therefore, a service supplier and a service provider of local telecommunications service ("service supplier") pursuant to Chapter 771 or Chapter 772 of the Texas Health and Safety Code, §§ 771.001 *et seq.*, 772.001 *et seq.*, or other applicable law pertaining to home rule cities (collectively "the Applicable Laws"), as amended, that must provide 9-1-1 emergency service to that portion of the Company's service area located within the territory of the 9-1-1 Entity; and,

WHEREAS, the 9-1-1 Entity is a political subdivision of the State of Texas established pursuant to the Applicable Laws and must interconnect service suppliers into the 9-1-1 emergency service area served by the 9-1-1 Entity; and,

WHEREAS, this 9-1-1 emergency service interconnection must protect, maintain, and further the high quality, standards-based 9-1-1 emergency service and not inappropriately and unreasonably increase the costs of 9-1-1 emergency service to the 9-1-1 Entity;

NOW, THEREFORE, in consideration of the listed mutual promises and benefits, the Parties agree as follows:

1. Company must comply with all provisions of the Applicable Laws and any requirements implementing or interpreting the Applicable Laws promulgated by the 9-1-1 Entity pursuant to the authority vested in the 9-1-1 Entity.
2. Company shall bill, collect, and remit the appropriate 9-1-1 emergency service

fee to the Town of Addison as provided in the Applicable Laws and reflected in Attachment No. 1.

Company shall remit the appropriate fees and/or, if applicable, surcharge per the rules and schedules established by the Comptroller of Public Accounts, and Texas Health and Safety Code Sections 771.071, 771.073, and 771.077. At all times Company shall be responsible for the accuracy of the report. From time to time, the Commission on State Emergency Communications ("CSEC") may change the 9-1-1 emergency service fee. Such changes shall be communicated to Company for changes in Company's collection and remittance of 9-1-1 emergency service fee, according to the provisions of the Applicable Laws. CSEC or the Comptroller shall notify Company of any change Company must make in Company's collection and remittance of 9-1-1 emergency service fee with sufficient advance time, but not to exceed 91 days before the date the change takes effect, to permit Company's billing system to comply timely with the change. Furthermore, also pursuant to the Applicable Laws, Company may retain an administrative fee equal to one percent (1%) of the fees Company collects.

3. This service agreement shall be in full force and effect so long as Company's status is strictly that of a reseller and the Company does not use any facilities. Company shall inform the 9-1-1 Entity of any changes or expansion of its service, or in the use of facilities, in its calling area or service territory 60 days in advance of such change or expansion.

4. Any notice required or permitted to be given by the 9-1-1 Entity to Company under this agreement shall be mailed to Company certified or registered U. S. Mail, postage prepaid, return receipt requested to the following address:

(Name and Address of Company)

AT&T Communications of Texas
2121 E. 63rd St.
- Kansas City, MO. 64130-3440

Attention: David Bosch

Any notice required or permitted to be given by the Company to 9-1-1 Entity under this agreement shall be mailed by certified or registered U. S. Mail, postage prepaid, return receipt requested or delivered to the following address:

Town of Addison Finance Dept.
P. O. Box 9010
Addison, TX 75001-9010
Attention: Elaine Difiglia, Collections Manager

5. The Company and the 9-1-1 Entity will provide and periodically update a contact list. The contact list is found in Attachment No. 2.

6. The 9-1-1 Entity shall not impose on Company any requirement, service, feature, standard, or rate that is not required of the incumbent local exchange company CCN holder.

7. This Agreement, together with all attachments, sets forth the entire understanding of the Parties. No representation, promise, or statement of intention has been made by either Party that is not embodied herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the last date signed below.

Town of Addison, Texas

Company : AT&T Communications of Texas L.P.

Dale C. Morgenstern

(Printed Name)

Dale C. Morgenstern
(Printed Name)

(Title)

District Manager
(Title)

Date: _____

Date: 8-26-04

ATTACHMENT NO. 2

9-1-1 ENTITY ESCALATION & CONTACT LIST

Database & Billing

Town of Addison
Finance Department/Collections
Elaine Difiglia, Manager
(972) 450-7080

PSAP Operations

Janet Cowart
Communications Supervisor
Town of Addison Police Department
(972) 450-7159

9-1-1 Entity Management

Joni Ramsey
Manager, Public Safety Communications
Town of Addison Police Department
(972) 450-7122

Company Service Order

Name: *Eric Lundgren*
Title: *Supervisor*
Phone #: *303-749-6237*

Company Management

Name: *David Bosch*
Title: *Manager*
Phone #: *816-995-4349*

Company Billing

Name: *Jane + Inco*
Title: *Manager*
Phone #: *908-234-8388*

**THERE ARE NO
ATTACHMENTS
FOR ITEM #R3**

Council Agenda Item: #R4

SUMMARY:

Consideration of a Resolution approving a Third Amendment to Agreement for the Operation and Management of Addison Airport between the Town of Addison, Texas and Washington Staubach Addison Airport Joint Venture.

BACKGROUND:

The current agreement between the Town of Addison and Washington Staubach Addison Airport Joint Venture (WSAAJV) for the operation of Addison Airport, calls for an annual incentive compensation to be awarded to the operator based on criteria set forth in the original agreement, and by the Second Amendment to the agreement with the options to change and or initiate new criteria that is agreeable by both parties. As described in the attached memorandum to the City Manager, staff is requesting approval to amend the Operating Agreement a third time for the purpose of 1) providing modifications to various sections of the agreement, 2) modifications to Exhibit 3 that provide greater flexibility to evaluate qualitative achievements for the monetary awards that coincide with the incentive compensation. The incentive compensation would be based on two components, 1) Financial, and 2) Annual Report.

Staff is recommending that instead of listing specific criteria to accomplish during the course of the fiscal year, the Operator instead would document all projects to include, but not limited too, capital projects, grants, routine maintenance, special events, notable achievements, etc., and present at fiscal year-end, an Annual Report to the Town. This report would outline all that had been accomplished by the Operator during that year. The Town would then evaluate the report and take note of any item that was felt to be “above and beyond” that of providing high quality day-to-day operations of an airport facility and award bonus compensation relative to the accomplishment. The financial incentive component would remain as is, and continue to be based off of the annual growth in gross revenue as indicated in Exhibit 3.

RECOMMENDATION:

Staff views the benefits of these modifications to be several. Specifically, the perception that the Operator is simply working throughout the year to accomplish the criteria list for award monies is eliminated. Additionally, when you expect a high-end level of service on a daily basis, it becomes very difficult to identify areas that are so “above and beyond” that although they may warrant additional compensation, the task may not be of a level that can be justified to receive the monetary level that is possible.

Staff, Airport Management and the City Attorney is in concurrence with these changes. Staff recommends this forward for Council approval.

Attachments: Memorandum - Mark Acevedo
Third Amendment To The Airport Operating Agreement
Exhibit 3 To The Agreement Amended
Amendments Shown By Redlining
Changes to Exhibit 3 Shown By Redlining

The logo for the General Services Department is a solid blue vertical rectangle. Inside the rectangle, the words "GENERAL SERVICES" are stacked above "DEPARTMENT" in white, bold, sans-serif capital letters.

**GENERAL SERVICES
DEPARTMENT**

Memorandum

To: Ron Whitehead, City Manager
Cc: Chris Terry, Assistant City Manager
Lisa Pyles, Airport Director
From: Mark Acevedo, Director of General Services
Date: March 26, 2004
Re: Airport Operating Agreement - Washington Staubach

Ron,

As you know, the current agreement between the Town of Addison and Washington Staubach Addison Airport Joint Venture (WSAAJV) for the operation of Addison Airport, calls for an annual incentive compensation to be awarded to the operator based on criteria set forth in the original agreement, and by the Second Amendment to the agreement with the options to change and or initiate new criteria that is agreeable by both parties.

After the first year of operations it became apparent to staff that the methodology for the incentive portion of the agreement needed to be adjusted and thus the Second Amendment to the agreement was executed with the intent of bringing greater clarity and definition to the criteria and the monetary awards that coincided. Keeping in mind that there will always be a level of subjectivity afforded by the Town staff relative to each award, it was thought that if there were greater flexibility in developing the criteria, staff and the Operator could develop criteria each year that would have greater qualitative value. Although staff felt that this process was necessary and did improve the process somewhat beyond that of the first year, it was still difficult at best to develop criteria for an incentive compensation that could be viewed as “above and beyond” and warrant the monetary compensation that is associated with it.

It is at this juncture that staff respectfully requests that the Town and WSAAJV meet to discuss and arrive at another methodology or program agreeable to both parties to replace the existing Exhibit III of the Operating Agreement. This is by no means meant to be disrespectful to the authors of the original agreement, however, once in practice, the original criteria does not work nor does staff feel it can justify the expenditure that is associated with the awards. It is with this difficulty in mind, that staff along with the concurrence of the Airport Director; propose the following plan (concept) or that of a similar one, to replace the existing Exhibit III of the agreement.

We would propose that instead of listing criteria to accomplish during the course of the fiscal year, the Operator instead would document all projects to include, but not limited too, capital projects, grants, routine maintenance, special events, notable achievements, etc., and present to the Town at fiscal year-end an Annual Report to the Town. This report would outline all that had been accomplished by the Operator during that year. The Town could then evaluate the report and take note of any item that was felt to be “above and beyond” that of providing high quality day-to-day operations of an airport facility and award a bonus compensation relative to the accomplishment. It is expected that if this plan, or one similar, were agreed upon, a restructuring of the monetary award levels or amounts to be awarded would also be necessary.

Once it is determined what the amount of award for notable achievements would be, it would still be a subjective process for the Town to match award monies with that of the accomplishment(s). Frankly, I believe this approach will give staff and Council greater flexibility in dialoging with the Operator to more accurately identify exemplary accomplishments in a given year.

Staff views the benefits of going to this or a similar plan to be several. Specifically, the perception that the Operator is simply working throughout the year to accomplish the criteria list for award monies is eliminated. Additionally, when you expect a high-end level of service on a daily basis, it becomes very difficult to identify areas that are so “above and beyond” that although they may warrant additional compensation, the task may not be of a level that can be justified to receive the monetary level that is possible.

If this concept/proposal meets with your approval, I would like to pursue a meeting between the Town and WSAAJV to discuss the replacement and renegotiation of the Exhibit III of the Operating Agreement between the Town and Washington Staubach.

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

THIRD AMENDMENT TO AGREEMENT
FOR THE OPERATION AND MANAGEMENT OF ADDISON AIRPORT

THIS THIRD AMENDMENT to Agreement for the Operation and Management of Addison Airport (“Third Amendment”) between the Town of Addison, Texas (“City”) and Washington Staubach Addison Airport Venture (“Operator”) is made and entered into this the _____ day of _____, 2004.

Recitals:

1. The City is the owner of Addison Airport (the “Airport”). On or about August 8, 2000 the City and Operator, together with the entities which formed the Operator as a joint venture, Raytheon Infrastructure, Inc. (a wholly owned subsidiary of Washington Group International, Inc.) and Staubach Airport Management, Inc. (a subsidiary of The Staubach Company), entered into an agreement for the operation and management of the Airport entitled “Agreement for the Operation and Management of Addison Airport,” which was amended by that (a) First Amendment to Agreement for the Operation and Management of Addison Airport made and entered into on September 27, 2000, and by that (b) Second Amendment to Agreement for the Operation and Management of Addison Airport made and entered into on February __, 2002 (the said Agreement for the Operation and Management of Addison Airport, as amended, being referred to herein as the “Airport Management Agreement” or “Agreement”). The Airport Management Agreement has an effective or commencement date of January 1, 2001 (“Commencement Date”).

2. The Airport Management Agreement provides in Section 4.B.2(c) thereof that the Operator shall at all times provide security for the Airport in cooperation with the City’s Police and Fire Departments. The City acting through its Police and Fire Departments has provided public safety for the Airport at all times since the Commencement Date of the Agreement and acknowledges that the City has not looked to the Operator to provide the same at the Airport since the Commencement Date.

3. The Airport Management Agreement provides in Section 6.C. thereof that the Operator has the ability to earn incentive compensation as described therein and in Exhibit 3 to the Agreement.

4. The City and the Operator desire to amend the Airport Management Agreement to reflect accurately the operations of the City and Operator in regards to the above referenced items and to clarify and amend other provisions of the Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations set forth herein, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the Town of Addison, Texas and Washington Staubach Addison Airport Venture do hereby agree as follows:

Section 1. Incorporation of Premises. The above and foregoing premises are true and correct and are incorporated herein and made a part of this Third Amendment for all purposes.

Section 2. Amendments. The Airport Management Agreement is amended as follows:

A. Section 4.B.2(b) is amended so that the last sentence of such Section shall hereafter read in its entirety as follows:

“Operator shall perform background checks or require background checks to be performed on personnel hired to the positions of the Airport Director and Assistant Airport Director, and the City shall have the right to review such background checks.”

B. Section 4.B.2(c) is amended so that it shall hereafter read in its entirety as follows:

“(c) Public Safety. The City shall provide Airport public safety at all times, and shall utilize the City’s Police Department and Fire Department in providing such public safety. The City’s public safety personnel shall patrol the Airport at times as determined by the City. Any unauthorized use of structures, equipment, or property, or unauthorized entry upon Airport premises, or unlawful activity at the Airport, shall be promptly reported by the Operator to the City police or such other authority designated in writing by the City. The City will notify the Operator of any specific public safety issues or concerns of which the City has actual knowledge which may be necessary for the performance of its duties as Operator.”

C. Section 4.E.2. is amended so that it shall hereafter read in its entirety as follows:

“2. Capital Improvement Plan. In connection with the City budget process each year during the term of this Agreement, Operator shall submit in writing to the City proposed amendments to the 10-year Capital Improvement Plan, a component of the Airport Master Plan. The proposed amendments shall be consistent with the continuing development of the Airport in accordance with federal and state funding.”

D. Section 4.E.3. is amended so that it shall hereafter read in its entirety as follows:

“3. Operating Budget. In connection with the City budget process each year during the term of this Agreement, Operator shall submit in writing to the City, for the City’s review and consideration of approval, an Operating Budget (“Operating Budget”) for the Airport for the Fiscal Year following the date of the

submission. The Operating Budget shall include, but not be limited to: (i) projected costs necessary for the upkeep of the Airport, to maintain safety standards and to keep the airport in compliance with applicable federal, state, and local laws and regulations for the Fiscal Year following submission; and (ii) a schedule of proposed fees.

Operator shall also provide to the City, upon request: (i) a schedule of all leases, concessions, contracts and agreements to be negotiated or renegotiated; (ii) recommendations, if any, for non-capital improvements of Airport facilities and acquisition of equipment; (iii) a three (3) year projection of anticipated revenues and expenses; and (iv) a schedule of proposed staffing levels of full, part-time, and seasonal employees. Appropriate modification of the Airport Operating Budget shall be made as required to conform to the Approved Operating Budget (as defined in Section 4.G.2.) as adopted or amended. Operator shall manage and operate the Airport in accordance with the Operating Budget approved by the City.

E. Section 4.E.4. is amended so that it shall hereafter read in its entirety as follows:

“4. Lease Plan. Operator shall, in connection with the City budget process each year during the term of this Agreement, provide to the City for its review and consideration of approval an Airport lease renewal and extension plan for the Fiscal Year following the date of the submission.”

F. Section 4.E.5. is amended so that it shall hereafter read in its entirety as follows:

“5. Marketing Plan. Operator shall, in connection with the City budget process each year during the term of this Agreement, provide to the City for its review and consideration of approval an Airport marketing plan (“Marketing Plan”) for the Fiscal Year following the date of the submission. Operator shall market and promote the Airport in accordance with the Marketing Plan approved by the City.”

G. Section 4.E.6. is amended so that it shall hereafter read in its entirety as follows:

“6. Airport Emergency Plan. Operator shall, in connection with the City budget process each year during the term of this Agreement, recommend to the City for its review and consideration of approval, amendments to the City’s Emergency Preparedness Plan, if any (the “City’s Emergency Preparedness Plan”). Additionally, Operator shall prepare and implement its own emergency plan for the Airport which shall be submitted to the City for its review and consideration at the time the Operating Budget is submitted each year (the 'Operator's Emergency Plan').”

H. Section 4.E.8. is amended so that it shall hereafter read in its entirety as follows:

- “8. Property Development and Management Plan. Operator shall, together with the City, coordinate the development and preparation (and updating, as may be deemed necessary by the City) of a comprehensive plan which addresses the future development and redevelopment of the Airport, taking proper consideration for the vicinity surrounding the Airport (including, without limitation, commercial development along Addison Road, City facilities and property adjacent to the Airport, the Addison Circle area, and the area adjacent to and west of the Airport), for a period of 10 years (the “Property Development and Management Plan”). The Property Development and Management Plan shall be consistent with the Airport Master Plan and FAA and TxDOT rules and regulations, and shall be submitted to the City in connection with its budget process each year during the term of this Agreement, for its review and consideration of approval.”

I. The Agreement is hereby amended such that all references in the Agreement to the delivery of budgets and/or plans by the Operator in connection with the City budget process shall be deemed to be due following the written notification of the budget delivery deadline by the City each Contract Year.

J. Section 4.G.1(b) is amended so that it shall hereafter read in its entirety as follows:

- “(b) *Contract Years.* In connection with the City budget process each year during the term of this Agreement, Operator shall submit to the City a proposed operating budget for the operation, repair, maintenance, and development of the Airport for the Fiscal Year following the date of the submittal. The said budgets shall be submitted in conformance with the City Charter and any applicable rules, regulations, policies, or practices of the City. In the proposed operating budget, Operator shall show all Operating Costs (including, without limitation, all such costs which, in Operators’ judgment, are (i) mandated as a result of safety considerations, and (2) are mandated by applicable federal certifications, standards and grant agreement requirements), and may, but shall not be required, to show Real Estate Costs, Marketing Costs, or General Administrative Costs.”

K. Section 4.K.1.b. is amended so that it shall hereafter read in its entirety as follows:

- “(b) Leasing Activity. A leasing activity report including the following:

- (i) Leasing activity (including new leases, lease renewals, lease extensions, new prospects, vacated tenants, and lease expirations);
- (ii) Tenant retention;
- (iii) Information regarding the use of the Airport by aviation trade groups; and
- (iv) Such other information as the City (by and through the City Manager) may reasonably request.”

L. Section 4.K.1.c. is amended so that it shall hereafter read in its entirety as follows:

“(c) Rent Roll. A report showing with respect to each lease or through-the-fence agreement the name of each tenant or user, as the case may be, the space occupied, the rent (or other fee) payable, the date rent (or other fee) is paid through, the commencement date, the term, the termination date, the amount of security deposit held, and any other information reasonably requested by the City (including a statement identifying changes from previous rent roll if requested by the City and not appearing in the activity report). Commencing August, 2004, the rent roll report shall not be required to be submitted monthly by the Operator, but shall be delivered within ten (10) days following the City’s request for same.”

M. Section 4.P.3. is amended so that it shall hereafter read in its entirety as follows:

3. Emergency Preparedness. Operator shall have available personnel to respond to emergencies, such as fires, aircraft incidents, or disasters. Operator shall implement the Operator’s Emergency Plan and the City’s Emergency Preparedness Plan as may be prudent and necessary and respond to all emergencies at the Airport in a manner consistent with such Plans.

N. Section 5.C.4. is amended to add the following to the end of such section:

“Notwithstanding the foregoing, commencing August 1, 2004, the City shall have no obligation to purchase or replace computer equipment for use by the Operator.”

N. Section 6.B.1. is amended so that it shall hereafter read in its entirety as follows:

“1. In addition to the payment for Operating Costs, Operator shall retain a management fee (“Management Fee”) in an amount equal to 21.5144% of the first \$3,346,596 of Gross Revenue each Contract Year plus 18% of all Gross Revenue in excess of \$3,346,596 each Contract Year, which Fee is intended to compensate Operator for, among other things, Real Estate Costs, Marketing Costs, and General Administrative Costs incurred by Operator in the management, operation, and development of the Airport. In the event the City has not made sufficient funds available to allow Operator to retain the Management Fee, the City shall pay same to the Operator no later than the 15th day of the applicable month.

Example:

Fiscal Year	Gross Revenue	Management Fee
-------------	---------------	----------------

2002	\$4,002,268	$(3,346,596 \times .215144) + (655,672 \times .18) = 720,000.05 + 118,020.96 = 838,021.01$
2003	\$3,761,868	$(3,346,596 \times .215144) + (415,272 \times .18) = 720,000.05 + 74,748.96 = 794,749.01$

In addition, if a delay in performance is caused by reasons described in Section 15. Force Majeure, and such delay causes the anticipated Gross Revenues collected in the applicable fiscal year to be less than \$2,000,000.00, the Management Fee shall be suspended and deferred until such time that such anticipated Gross Revenues equal or exceed \$2,000,000.00.

O. Section 6.C. is amended so that it shall hereafter read in its entirety as follows:

“C. Incentive Compensation. It is contemplated by the City and Operator that the Operator will be awarded incentive compensation ("Incentive Compensation") each year during the Term of this Agreement. The amount of potential Incentive Compensation that may be earned shall be established following the end of each Contract Year. Incentive Compensation has two components, the finance incentive ("Finance Incentive") and the management incentive ("Management Incentive") portion. The Finance Incentive portion includes certain financial performance based incentives, including an incentive based on the annual growth in Gross Revenue and an incentive based on revenue from through the fence operations; the Finance Incentive portion of the Incentive Compensation is more specifically set forth in Exhibit 3 attached hereto and fully incorporated herein. The Management Incentive portion of Incentive Compensation is based upon certain non-financial performance incentives, and may be awarded to Operator based upon the City's assessment of the Operator's performance and achievements during the applicable Contract Year. To aide the City in its assessment of the Operator's performance and achievements, Operator shall submit to the City on or before October 31 of each year, an annual management report (the "Annual Management Report") which is intended to be limited in scope but sufficient enough to summarize the Operator's accomplishments and performance over the applicable Contract Year. The City shall timely evaluate the Annual Management Report and determine, based on its review of the Operator's performance, the appropriate Management Incentive to be awarded to the Operator for such Contract Year. The amount of the Management Incentive determined by the City to be payable shall be paid to Operator within ten (10) days following such determination, but in no event later than December 15 of such year.”

P. Section 14 is amended to change the notice address previously reflected as Raytheon Infrastructure, Inc. as follows:

“Washington Group International, Inc.
510 Carnegie Center

Princeton, NJ 08540
Attn: President
Telecopy: 609-720-2050”

Q. Exhibit 3 to the Agreement shall be amended to read in its entirety as attached hereto and Attachment 1 and Attachment 2 to the Second Amendment to the Agreement are hereby deleted.

Section 3. No Other Amendment. Except as set forth in Section 2 above, nothing in this Third Amendment is intended to nor shall be construed to modify, alter, or change the Airport Management Agreement, and all other terms, conditions and obligations of the Airport Management Agreement shall remain unchanged and in full force and effect.

Section 4. No Benefit to Third Parties. The provisions of this Third Amendment are solely for the benefit of the City and Operator and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

Section 5. Authority to Execute; Effective Date; Counterparts. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Third Amendment on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect. This Third Amendment shall be effective as of the date first set forth above. This Third Amendment may be executed concurrently in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile signature by a party hereto shall be treated as an original signature for purposes of this Third Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date first set forth above.

TOWN OF ADDISON, TEXAS

By: _____
Ron Whitehead, City Manager

ATTEST:

By: _____
Carmen Moran, City Secretary

**WASHINGTON STAUBACH ADDISON
AIRPORT VENTURE**

By: **WASHINGTON GROUP
INTERNATIONAL, INC.**

By: _____
Kurt Goddard, Vice President

By: **STAUBACH AIRPORT
MANAGEMENT, INC.**

By: _____
Larry B. Kimbler, President

EXHIBIT 3 – INCENTIVE COMPENSATION AIRPORT OPERATING AGREEMENT

I. OVERVIEW:

Section 6.C. of the Agreement for the Operation and Management of Addison Airport (“Operating Agreement”) outlines the parameters of incentive compensation, as a supplement to the Management Fee, to be paid the Airport Operator for achieving desired financial, operational and management objectives. This Exhibit 3 establishes guidelines for implementing and administering the Finance Incentive portion of Incentive Compensation.

While the City expects a high level of performance from the Operator, the provision of increasingly challenging levels of performance with commensurate financial rewards is intended to stimulate the Operator to higher levels of excellence for the Airport and the City.

II. DEFINITIONS (for Financial Performance Incentive Compensation Issues)

Base Management Fee – The Base Management Fee is an amount equal to 10% of the actual Gross Revenue received in a contract year.

Gross Revenue – Gross Revenue is as defined in Section 2 of the Operating Agreement.

Prior Year Gross Revenue – The Prior Year Gross Revenue shall mean the amount of Gross Revenue for the Fiscal Year immediately preceding the then applicable Contract Year under the Operating Agreement.

Illustration / Example Tables Used in Exhibit 3 – The illustrative tables used in this Exhibit 3 are intended to serve as examples only. The initial and projected financial calculations are illustrative of the manner in which the Finance Incentive provision is to be applied, but are not intended to be indicative of the actual amount of Finance Incentive for any specific year. Amounts shown are hypothetical projections.

III. FINANCE INCENTIVE

The purpose of the Finance Incentive is to encourage the creative and aggressive marketing and promotion of Addison Airport. The Operator will be rewarded with incentive compensation commensurate with financial performance of the Airport based on the annual increase in Airport Gross Revenue. Financial Performance is divided into two sub-categories: A) Gross Revenue Increase and B) Other Financial Incentives.

A. Gross Revenue Increase

When the annual Gross Revenue for the then applicable Contract Year (the "Current Year Gross Revenue") exceeds the Prior Year Gross Revenue by 3.5% or more, Operator will be rewarded with a percentage of such excess in accordance with Table 1, below. Table 2, below, illustrates an example of the calculation of the Management Fee (as defined in Section 6.B.1. of the Operating Agreement) and the Gross Revenue Increase portion of the Finance Incentive over a five-year period. In actuality, the incentive may be lower or higher than illustrated in Table 2. This table merely serves as an illustration of the calculation of the Gross Revenue Increase portion of the Finance Incentive and how it will be determined.

Table 1
Finance Incentive Bonus –
Gross Revenue Increase

Growth Percentage between Current Year Gross Revenue and Prior Year Gross Revenue	Finance Incentive Bonus (% of the difference (excess) between Current Year Gross Revenue and Prior Year Gross Revenue)
< 0	0%
> 0% and <=3.5%	0%
>3.5% and <=5%	20%
> 5.0% and <=6.5%	24%
> 6.5% and <=8%	28%
> 8%	32%

Table 2
Management Fee & Finance Incentive
Gross Revenue Increase Calculation

Example Showing Growth Over Five Years

	2002	2003	2004	2005	2006
Adjusted Airport Revenues	4,002,268	3,761,868	4,007,000	4,159,266	4,379,707
% Increase Over Prior Year	NA	0.0%	6.52%	3.80%	5.03%
Change In Revenue From Prior Year	NA	-0-	245,132	152,266	220,441
Eligible Bonus Percentage	NA	0.0%	28.0%	20.0%	24.0%
Mgmt. Fee- @ 21.5144% of the first \$3,346,596 of Gross	720,000	720,000	720,000	720,000	720,000

Revenue					
Mgmt. Fee- @ 18.0000% of Gross Revenue in excess of \$3,346,596	118,021	74,749	118,872	146,280	185,960
Total Management Fee	838,021	794,749	838,872	866,280	905,960
Finance Gross Revenue Increase Incentive Bonus	-0-	-0-	68,637	30,453	52,906
Total – Mgmt. Fee + Finance Gross Revenue Increase Incentive Bonus	838,021	794,749	907,509	896,733	958,866

Note: All years are based in the City's Fiscal year – October 1 to September 30

B – Other Financial Incentives

This category is reserved for other Finance Incentives relating to goals or objectives, which may arise as a result of new or revised City priorities and whereby the Operator shall be eligible for certain one-time incentives that benefit either the City or the Airport on a recurring basis. Each goal or objective is to be clearly stated and the means by which the particular Finance Incentive is to be determined. An example of the award calculation should be given where possible.

Through the Fence Operations – The Operator shall receive a Finance Incentive for either the improvement in revenues associated with securing City approved Through-the-Fence agreements with existing Through-the-Fence users or securing new Through-the-Fence agreements with businesses wanting access to the Airport (“TTF Incentive”). The amount of the TTF Incentive shall be equal to 25% of the first year Annual Permit Fee revenue improvement relating to existing Through-the-Fence agreements with businesses and 25% of the first year Annual Permit Fee set forth in each new Addison Airport Access Permit Agreement (“Access Agreement”). This TTF Incentive award shall be deemed earned, due and payable in a lump sum to Operator immediately upon the City's acceptance of the Annual Permit Fee related to the increase or new Access Agreement. For purposes of this Exhibit 3, new Access Agreements shall include Access Agreements entered into, assigned, transferred or otherwise conveyed to a user and consented to by the City. Table 3 below illustrates an example of the calculation of the TTF Incentive and is for illustrative purposes only.

Table 3
Incentive Compensation
Financial - Other Revenue

		2002	2003	2004	2005	2006
Through the Fence						
No. of New Access Agreement		2	1	1	0	3
1 st Yr. Annual Permit Fee Total		\$5,000	\$3,500	\$1,300	\$0	\$7,400
Incentive - 25%		\$1,250	\$875	\$325	\$0	\$1,850

Changes to Operating Agreement by Third Amendment

Section 4.B.2(b)

Operator shall perform background checks or require background checks to be performed on all personnel hired to the positions of the Airport Director and Assistant Airport Director assigned to the Airport by the Operator, and the City shall have the right to review such background checks.

Section 4.B.2(c)

(c) Security. ~~The City Operator~~ shall provide Airport ~~public safety~~security at all times, and shall ~~utilize~~cooperate with the City's Police Department and Fire Department in providing such ~~public safety~~security. The ~~City's public safety~~security personnel shall patrol the Airport at times as determined by the City. ~~A security log shall be maintained documenting security patrols.~~ Any unauthorized use of structures, equipment, or property, or unauthorized entry upon Airport premises, or unlawful activity at the Airport, shall be promptly reported by the Operator to the City police or such other authority designated in writing by the City. The City will notify the Operator of any specific public safety issues or concerns of which the City has actual knowledge which may be necessary for the performance of its duties as Operator.

Section 4.E.2.

2. Capital Improvement Plan~~Development Program~~. In connection with the City budget process~~On or before July 1 of each year during the term of this Agreement (whether the First Partial Contract Year or any Contract Year)~~, Operator shall submit in writing to the City proposed amendments to the 10-year Capital Improvement Plan~~Development Program~~, a component of the Airport Master Plan. The proposed amendments shall be consistent with the continuing development of the Airport in accordance with federal and state funding.

Section 4.E.3.

3. Operating Budget~~Plan~~. In connection with the City budget process each year during the term of this Agreement~~On or before July 1 of each year during the term of this Agreement (whether the First Partial Contract Year or any Contract Year)~~, Operator shall submit in writing to the City, for the City's review and consideration of approval, an Operating Budget~~Plan~~ ("Operating Budget~~Plan~~") for the Airport for the Fiscal Year following the date of the submission. The Operating Budget~~Plan~~ shall include, but not be limited to: (i) projected costs necessary for the upkeep of the Airport, to maintain safety standards and to keep the airport in compliance with applicable federal, state, and local laws and regulations for the Fiscal Year following submission~~the Operator's reasonably prudent assessment and analysis of the Upkeep reasonably needed at the Airport~~

~~for the fiscal year following the date of the submission;~~ and (ii) a ~~maintenance and repair schedule;~~ (ii) a schedule of proposed ~~Airport~~ fees;

~~Operator shall also provide to the City, upon request (iii) a list of all concessionaires, contractors and tenants;~~ (iv) schedule of all leases, concessions, contracts and agreements to be negotiated or renegotiated; (ii~~v~~) recommendations, if any, for non-capital improvements of Airport facilities and acquisition of equipment; (iii~~iv~~) a three (3) year projection of anticipated revenues and expenses; and (i~~iv~~~~iii~~) a schedule of proposed staffing levels of full, part-time, and seasonal employees. Appropriate modification of the Airport Operating ~~Budget~~ Plan shall be made as required to conform to the Approved Operating Budget (as defined in Section 4.G.2.) as adopted or amended. Operator shall manage and operate the Airport in accordance with the Operating Budget Plan approved by the City.

Section 4.E.4.

4. Lease Plan. Operator shall, in connection with the City budget process ~~on or before July 1 of~~ each year during the term of this Agreement ~~(whether the First Partial Contract Year or any Contract Year)~~, provide to the City for its review and consideration of approval an Airport lease renewal and extension plan for the Fiscal Year following the date of the submission.

Section 4.E.5.

5. Marketing Plan. Operator shall, in connection with the City budget process ~~on or before July 1 of~~ each year during the term of this Agreement ~~(whether the First Partial Contract Year or any Contract Year)~~, provide to the City for its review and consideration of approval an Airport marketing plan (“Marketing Plan”) for the Fiscal Year following the date of the submission. Operator shall market and promote the Airport in accordance with the Marketing Plan approved by the City.

Section 4.E.6.

6. Airport Emergency~~Public Safety~~ Plan. Operator shall, in connection with the City budget process ~~on or before July 1 of~~ each year during the term of this Agreement ~~(whether the First Partial Contract Year or any Contract Year) and at such other times as the City may request~~, recommend to the City for its review and consideration of approval, amendments, ~~if any,~~ to the City’s Emergency Preparedness Plan, ~~if any~~ Airport Public Safety Plan (the “City’s Emergency Preparedness~~Airport Safety~~ Plan”). Additionally, Operator shall prepare and implement its own emergency plan for the ~~safety of the~~ Airport which shall be ~~consistent with the City’s Airport Public Safety Plan (the “Operator’s Airport Safety Plan”). The Operator’s Airport Safety Plan shall be~~ submitted to the City for its review and consideration of approval at the time the Operating Budget is

~~submitted each year (the "Operator's Emergency Plan") by the City Manager on or before January 5, 2001, and modification thereto shall be approved by the City Manager.~~

Section 4.E.8.

8. ~~PropertyAirport~~ Development and Management Plan. Operator shall, together with the City, coordinate the development and preparation (and updating, as may be deemed necessary by the City) of a comprehensive plan which addresses the future development and redevelopment of the Airport, taking proper consideration for the vicinity surrounding the Airport (including, without limitation, commercial development along Addison Road, City facilities and property adjacent to the Airport, the Addison Circle area, and the area adjacent to and west of the Airport), for a period of 10 years (the "~~PropertyAirport~~ Development and Management Plan"). The ~~PropertyAirport~~ Development and Management Plan shall be consistent with the Airport Master Plan and FAA and TexDOT rules and regulations, and shall be submitted to the City in connection with its budget process each year during the term of this Agreement, ~~on or before July 1, 2001~~ for its review and consideration of approval.

Section 4.G.1.b.

(b) *Contract Years.* In connection with the City budget process each year during the term of this Agreement~~On or before July 1 of each year during the term of this Agreement (whether the First Partial Contract Year or any Contract Year),~~ Operator shall submit to the City a proposed operating budget for the operation, repair, maintenance, and development of the Airport for the Fiscal Year following the date of the submittal. The said budgets shall be submitted in conformance with the City Charter and any applicable rules, regulations, policies, or practices of the City. In the proposed operating budget, Operator shall show all Operating Costs (including, without limitation, all such costs which, in Operator's judgment, are (i) mandated as a result of safety considerations, and (2) are mandated by applicable federal certifications, standards and grant agreement requirements), and may, but shall not be required, to show Real Estate Costs, Marketing Costs, or General Administrative Costs.

Section 4.K.1.b.

(b) Leasing ActivityMarketing – A leasing activitymarketing report including the following:

- (i) Leasing activity (including new leases, lease renewals, lease extensions, new prospects, vacated tenants, and lease expirations);
- (ii) Tenant retention;
- (iii) Information regarding the use or prospective use of the Airport by aviation trade groups;

(iv) Such other information as the City (by and through the City Manager) may reasonably request.

Section 4.K.1.c.

(c) Rent Roll – A report showing with respect to each lease or through-the-fence agreement the name of each tenant ~~or user, as the case may be~~, the space occupied, the rent ~~(or other fee)~~ payable, the date rent ~~(or other fee)~~ is paid through, the commencement date, the term, the termination date, the amount of security deposit held, and any other information reasonably requested by the City (including a statement identifying changes from previous ~~months~~–rent rolls if requested by the City and not appearing in the activity report). Commencing August, 2004, the rent roll report shall not be required to be submitted monthly by the Operator, but shall be delivered within ten (10) days following the City's request for same.

Section 4.P.3.

Emergency Preparedness. Operator shall have available ~~personnel~~ ~~persons trained in the manner required by applicable FAA regulations~~ to respond to emergencies, such as fires, aircraft incidents, or disasters. Operator shall implement the Operator's ~~Emergency Airport Safety~~ Plan and the City's ~~Emergency Preparedness~~ Public Safety Plan as may be prudent and necessary and respond to all emergencies at the Airport in a manner consistent with such Plans.

Section 5.C.4.

4. All equipment, assets, utilities and expenses reasonably necessary to maintain and operate the Airport and payable from the Approved Operating Budget. Notwithstanding the foregoing, commencing August 1, 2004, the City shall have no obligation to purchase or replace computer equipment for use by the Operator.

Section 6.B.1.

1. In addition to the payment for Operating Costs, Operator shall retain a management fee ("Management Fee") in an amount equal to 21.5144% of the first \$3,346,596 of Gross Revenue each Contract Year plus 18% of all Gross Revenue in excess of \$3,346,596 each Contract Year, which Fee is intended to compensate Operator for, among other things, Real Estate Costs, Marketing Costs, and General Administrative Costs incurred by Operator in the management, operation, and development of the Airport. ~~The total Management Fee represents several components which aggregate to the 18% fee level which include: 1) "Base Management Fee" equaling 10% of Gross Revenue; Real Estate Costs equaling 2% of Gross Revenue; Marketing Costs equaling 2% of Gross Revenue; and General Administrative Costs equaling 4% of Gross Revenue.~~

In the event the City has not made sufficient funds available to allow Operator to retain the Management Fee, the City shall pay same to the Operator no later than the 15th day of the applicable month.

Example:

<u>Fiscal Year</u>	<u>Gross Revenue</u>	<u>Management Fee</u>
<u>2002</u>	<u>\$4,002,268</u>	<u>$(3,346,596 \times .215144) + (655,672 \times .18)$</u> <u>$= 720,000.05 + 118,020.96 = 838,021.01$</u>
<u>2003</u>	<u>\$3,761,868</u>	<u>$(3,346,596 \times .215144) + (415,272 \times .18)$</u> <u>$=$</u> <u>$720,000.05 + 74,748.96 = 794,749.01$</u>

In addition, if a delay in performance is caused by reasons described in Section 15. Force Majeure, and such delay causes the anticipated Gross Revenues collected in the applicable fiscal year to be less than \$2,000,000.00, the Management Fee shall be suspended and deferred until such time that such anticipated Gross Revenues equal or exceed \$2,000,000.00.

August, 2001—Gross Revenue received during the month of July, 2001 is \$400,000. Operator shall retain 18% of \$400,000.00 or \$72,000.00.

The parties acknowledge and agree that the foregoing Management Fee was determined based on the assumption that annual Gross Revenues would be a minimum of \$4,000,000.00 for the Fiscal Year commencing October 1, 2000 and ending September 30, 2001. Therefore, in the event the actual Gross Revenue for such Fiscal Year is less than \$4,000,000.00, the Management Fee payable to Operator shall be adjusted such that the percentage applied to such actual Gross Revenue (“Initial Gross Revenue”) shall be the percentage resulting from dividing \$720,000.00 by such Initial Gross Revenue (“Adjusted Percentage”). For each Fiscal Year thereafter, the Management Fee shall be an amount equal to the Adjusted Percentage of Gross Revenue up to the Initial Gross Revenue amount plus 18% of all Gross Revenue in excess of the Initial Gross Revenue amount, as demonstrated by the following examples:

<u>Fiscal Year</u>	<u>Initial Gross Revenue</u>	<u>Management Fee</u>	<u>Percentage</u>
<u>2001 (anticipated)</u>	<u>\$ 4,000,000</u>	<u>\$ 720,000</u>	<u>18.0%</u>
<u>2001 (actual)</u>	<u>\$ 3,750,000</u>	<u>\$ 720,000</u>	<u>19.2%</u>

Subsequent

<u>Fiscal Year</u>	<u>Gross Revenue</u>	<u>Management Fee</u>
<u>2002</u>	<u>\$ 3,900,000</u>	<u>\$ 747,000</u>
	<u>$[(\\$3,750,000 \times .192) + (\\$3,900,000 - \\$3,750,000) \times .18]$</u>	

~~performance objectives and at ninety percent (90%) of the Base Management Fee for achieving 100% of the Level II performance objectives.~~

~~Categories of Incentive Compensation:~~

- ~~1. Financial Performance~~
- ~~2. Customer Service~~
- ~~3. Safety and Maintenance~~
- ~~4. Noise Abatement~~
- ~~5. Special Issues.~~

~~The percentage of incentive compensation shall be allocated among the categories set forth as 1-5 above based on a weighted percentage, which may be amended by mutual agreement of the Operator and City. The initial allocation shall be twenty-five percent (25%) to category 1, thirty-five percent (35%) to category 2, twenty percent (20%) to categories 3 and 4, and ten percent (10%) to category 5. Exhibit 3 sets forth the achievement goals for the First Partial Contract Year and provides incentive compensation formats and illustrations to facilitate consistent application of the incentive compensation process. Exhibit 3 further provides and establishes the details for implementing and administering the Incentive Compensation Plan under this Agreement. Each Contract Year, as part of the annual budgeting process, the Operator and City shall mutually agree on the achievement goals, the criteria for determining whether or not such goals have been met or exceeded for the next Contract Year, and the incentive compensation amount, and shall submit same for approval as part of the Operating Budget. As soon as practical, following the end of each Fiscal Year, the City and Operator shall review Operator's performance in accordance with the pre-determined goals for such year and all incentive compensation payable shall be paid to Operator within ten (10) days following such determination, but in no event later than December 15 of such year. To the extent incentive goals are by their nature earned prior to the end of the City's fiscal year, same shall be payable as set forth in Exhibit 3.~~

Section 14

~~Washington Group International, Inc. Raytheon Infrastructure, Inc.~~
510 Carnegie Center
Princeton, NJ 08540
Attn: President
Telecopy: 609-720-2050

EXHIBIT 3 – INCENTIVE COMPENSATION AIRPORT OPERATING AGREEMENT

I. OVERVIEW:

Section 6. C of the Agreement for the Operation and Management of Addison Airport (“Operating Agreement”) outlines the ~~concept and broad~~ parameters of incentive compensation, as a supplement to the Management Fee, to be paid the Airport Operator for achieving desired financial, operational and management objectives. This Exhibit 3 establishes ~~the details~~ guidelines for implementing and administering the Finance Incentives portion of Incentive Compensation~~Incentive Compensation Plan under this Agreement.~~

~~The Operator shall have the ability to earn incentive compensation each year of this Agreement, including the First Partial Contract Year. An annual incentive compensation plan (“Annual Incentive Compensation Plan”) shall be established each year as part of the City’s budget process for the operation of the Airport. The Incentive Compensation Plan will provide for incentive compensation to be earned based on the achievement of objectives established in specific performance categories that initially will include:~~

- ~~1. Financial Performance~~
- ~~2. Customer Service (also including Airport recognition)~~
- ~~3. Maintenance and Safety~~
- ~~4. Noise Abatement~~
- ~~5. Special Issues~~

~~These categories may be amended by mutual consent of the Operator and the City.~~

~~The Incentive Compensation Plan may provide for two levels of performance as appropriate to achieve City objectives in the different categories. While the City expects a high level of performance from the Operator, the provision of increasingly challenging levels of performance with commensurate financial rewards is intended to stimulate the Operator to higher levels of excellence for the Airport and the City. Incentive compensation may be (and is in connection with the initial performance categories) provided for in two methods either in proportion to revenue performance (in the case of the financial performance category) or based upon two levels of incentive performance established with specific accomplishment criteria to be adopted as part of an Annual Incentive Compensation Plan incorporated into the Annual Airport Budget (in the case of the categories of customer service, maintenance and safety, and noise abatement).~~

~~The amount of potential incentive compensation which may be earned shall be annually established as a percentage of the “Base Management Fee” earned during the First Partial Contract Year or the applicable Contract Year by satisfying a combination of objective and subjective achievement goals, which goals for categories 2, 3, 4, and 5 listed above (as the same may be amended, removed or added to from time to time) are to be approved and established with the City’s annual budget process and mutually agreed upon between Operator and City. Said potential incentive compensation is variable. Incentive~~

~~compensation for achieving financial performance objectives shall utilize the proportionate methodology set forth herein and may range from \$1.00 up to 100% of the amount established for such category. Incentive compensation for achieving customer service, maintenance and safety, or noise abatement which use two levels of performance goals shall range up to sixty percent (60%) for achieving 100% of the level I performance objectives and may increase up to ninety percent (90%) for achieving 100% of level II performance objectives as further detailed in section III below. Incentive Compensation for achieving Special Issues shall be as detailed herein or as annually established by mutual agreement.~~

~~A portion of the annual incentive compensation shall be allocated among the five categories (listed above and further detailed below, or as they may be mutually modified by the Parties) based on a weighted percentage, which may be amended by mutual agreement of the Operator and City. The initial allocation of incentive compensation is shown in the examples later illustrated in this Exhibit. It is specifically provided that the percentage or weighting of the allocation of the annual incentive compensation may be amended or adjusted annually to address the then current priorities of the City. Amendment or adjustment of the weighting will be by mutual consent.~~

~~This Exhibit also sets forth the achievement goals for the First Partial Contract Year and provides incentive compensation formats and illustrations to facilitate consistent application of the incentive compensation process. Each Contract Year, as part of the annual budgeting process, Operator and City shall mutually agree on the achievement goals and the criteria for determining whether or not such goals have been met or exceeded for the next Contract Year and shall submit same for approval as part of the process to establish the Approved Operating Budget. As soon as practical, following the end of each Contract Year, City and Operator shall review Operator's performance in accordance with the pre-determined goals (which may necessitate auditing the appropriate records relative to each performance category) and pay Operator such incentive compensation as may have been earned within ten (10) days following such determination, but in no event later than December 15 following the end of the applicable fiscal year.~~

II. DEFINITIONS (for Financial Performance Incentive Compensation Issues)

Base Management Fee – The Base Management Fee shall be an amount equal to 10% of the actual Gross Revenue received in a contract year.

Gross Revenues – Gross Revenue is defined in Section 2 of the Operating~~the~~ Agreement.

Prior Year Gross Revenue – The Prior Year Gross Revenue shall mean the amount of annual Gross Revenue for the Fiscal Year immediately preceding a Contract Year under the Operating Agreement.

~~Maximum Incentive Compensation~~ – The maximum incentive compensation shall not exceed 90% of the Base Management Fee for a given Contract Year (coincides with City fiscal year) and shall be subject to such funds being available from the Airport Fund after all

~~operational and other contractual Airport costs are funded. In the event Airport funds are not immediately available when due, the incentive compensation shall be paid from the Airport Fund as soon as funds are available.~~

Illustration / Example Tables Used in Exhibit 3 – The illustrative tables used in this Exhibit 3 are intended to serve as examples ~~only of the application of the incentive compensation policy / methodology under this Agreement.~~ The initial and projected financial calculations are illustrative of the manner in which the Finance Incentive~~incentive compensation~~ provision is to be applied, but are not intended to be indicative of the actual amount of Finance Incentive~~incentive compensation~~ for any specific year. Amounts shown are hypothetical projections ~~and in many cases may prove to be relatively inaccurate. Actual incentive compensation amounts shall be determined by substituting the actual base year annual Gross Revenues (as of September 30, 2000, the initial base year) and the actual incentive evaluation criteria as approved in the budget or provided for in this Agreement into the relevant calculation tables. Updating the illustrative tables with precise data and performance indicators will produce the actual amount of incentive compensation earned for a given contract year.~~

III. INCENTIVE COMPENSATION CATEGORIES AND PERCENTAGE

~~Table 1 below illustrates the five basic categories of incentive compensation which may be incorporated into the annual appropriation ordinance of the City and the Annual Incentive Compensation Plan. Also shown is the percentage of incentive compensation attributable to each category, the maximum dollar amount of incentive compensation for each category, and the maximum dollar amount of incentive compensation which can be earned where such incentive compensation is based on achieving certain objectives defined as performance goals and referred to herein as Level I Performance Goals and Level II Performance Goals.~~

~~It is again noted that a portion of the annual incentive compensation shall be allocated among the five categories set forth in the table below (or as they may be mutually modified by the Parties) based on a weighted percentage, which may be amended by mutual agreement of the Operator and City. The initial allocation of incentive compensation is shown in the examples later illustrated in this Exhibit (see, e.g., Table 1). It is specifically provided that the percentage or weighting of the allocation of the annual incentive compensation may be amended or adjusted annually, by mutual consent, to address the then current priorities of the City.~~

~~It is reemphasized that the percentage and resulting dollar amounts of potential incentive compensation for the categories are to be viewed as initial targets, not precise amounts, for establishing the Annual Incentive Compensation Plan and are shown for illustrative purposes only. The amounts indicated for each category are intended to indicate the maximum amount which will be paid as incentive compensation for any category, subject to partial year proration in the First Partial Contract Year. Additionally, annual incentive compensation is subject to adoption of actual maximum incentive compensation amounts as part of the annual Airport Budget by the Addison City Council.~~

Table 1—Categories of Incentive Compensation

CATEGORIES OF INCENTIVE COMP*	% OF INCENTIVE COMP*	Maximum \$ SHARE OF BASE MGT FEE OF \$400,000	\$ AMOUNT FOR ACHIEVING LEVEL I PERFORMANCE GOAL (60% BASE MGT FEE)	\$ AMOUNT FOR ACHIEVING LEVEL II PERFORMANCE GOAL (90% BASE MGT FEE)
I. Financial Performance / Gross Revenue	25 %	\$100,000	Variable: \$1 to \$90,000.	\$90,000—maximum [Note: financial performance is variable and not based on level I or level II performance goals]
II. Customer Service	35 %	\$140,000	\$84,000	\$126,000
III. Maintenance & Safety	20 %	\$80,000	\$48,000	\$72,000
IV. Noise Abatement	20%	\$80,000	\$48,000	\$72,000
V. Special Issues	10 %*	\$40,000 (optional)	Variable to \$24,000	-\$36,000—maximum
Total	Maximum Incentive Compensation shall not exceed 90% of Base Management Fee, thus maximum in this example would be \$360,000			

*Can be adjusted by mutual agreement on an annual basis

The five Categories of Incentive Compensation are further broken down in the sections below to illustrate with more specificity the calculation of the Incentive Compensation.

IV. CATEGORY I—FINANCIAL PERFORMANCE / GROSS REVENUE

The purpose of the Finance Incentive~~financial performance category~~ is to encourage the creative and aggressive marketing and promotion of Addison Airport. The Operator will be rewarded with incentive compensation commensurate with financial performance of the Airport based on the increase in Airport Gross Revenue. Financial Performance is divided into two sub-categories: A) Gross Revenue Increase and B) Other Financial Incentives.

A. Gross Revenue Increase

When the annual~~As~~ Gross Revenue for the Contract Year progressively exceeds the actual Prior Year Gross Revenue by 3.5% or more~~Initial Base Year Gross Revenue or subsequent Prior Year Gross Revenue~~, the Operator will be rewarded with an increasingly higher percentage of the revenue~~annual~~ increase in Gross Revenue. Table 13 below shows the methodology by which higher incentives are~~may be~~ earned as Gross Revenue is increased. Table 2 illustrates an example of the calculation of the Management Fee and Finance Incentive for Gross Revenue Increase over a five-year period~~incentive potential over the first six contract years under one growth scenario~~. In actuality, the incentive may be lower or higher than illustrated in Table 2. This table merely serves~~will serve~~ as an illustration of the calculation of the Finance Incentive~~the model by which the incentive~~ for Gross Revenue Increase and how it will be determined.

Table 1
Finance Incentive Bonus –
Gross Revenue Increase

Growth Percentage	Finance Incentive Bonus %
< 0	0%
> 0% and <=3.5%	0%
>3.5% and <=5%	20%
> 5.0% and <=6.5%	24%
> 6.5% and <=8%	28%
> 8%	32%

Table 2
Management Fee & Finance Incentive
Gross Revenue Increase Calculation

Example Showing Growth Over Five Years

	2002	2003	2004	2005	2006
Adjusted Airport Revenues	4,002,268	3,761,868	4,007,000	4,159,266	4,379,707
% Increase Over Prior Year	NA	0.0%	6.52%	3.80%	5.03%
Change In Revenue From Prior Year	NA	-0-	245,132	152,266	220,441
Eligible Bonus Percentage	NA	0.0%	28.0%	20.0%	24.0%
Mgmt. Fee- @ 21.5144%	720,000	720,000	720,000	720,000	720,000
@ 18.0000%	118,021	74,749	118,872	146,280	185,960
Total Management Fee	838,021	794,749	838,872	866,280	905,960
Finance Gross Revenue Increase Incentive Bonus	-0-	-0-	68,637	30,453	52,906
Total – Mgmt. Fee + Finance Gross Revenue Increase Incentive Bonus	838,021	794,749	907,509	896,733	958,866

Note: All years are based in the City's Fiscal year – October 1 to September 30

TABLE 2/[NOTE: TABLE 2 BELOW, INCLUDED IN ORIGINAL AGREEMENT, IS DELETED IN ITS ENTIRETY BY THE THIRD AMENDMENT]

**Financial Incentive Bonus
Example Showing Growth Above Index Over Five Years**

	Base Year	2001	2002	2003	2004	2005	2006
Actual Airport Revenues	4,000,000	3,150,000	4,410,000	4,630,500	4,862,025	5,105,126	5,360,383
Actual Year to Year Increase		5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
Eligible Bonus Revenue		150,000	210,000	220,500	231,525	243,101	255,256
Eligible Bonus Percentage		24.0%	24.0%	24.0%	24.0%	24.0%	24.0%
Mgmt Fee - 18%		567,000	793,800	833,490	875,165	918,923	964,869
Financial Incentive Bonus		36,000	50,400	52,920	55,566	58,344	61,262
Total - Mgmt Fee + Financial Incentive Bonus		603,000	844,200	886,410	930,731	977,267	1,026,130
Incentive as a % of Mgmt Fee		6.3%	6.3%	6.3%	6.3%	6.3%	6.3%

Note: All years are based in the Town's fiscal year - October 1 to September 30, Therefore, 2001 is a partial year, January 1 to September 30.

TABLE 3/[NOTE: TABLE 3 BELOW, INCLUDED IN ORIGINAL AGREEMENT, IS DELETED IN ITS ENTIRETY BY THE THIRD AMENDMENT]

Financial Incentive Bonus Table

Description	Growth Percentage Above Index Adjustment		Financial Incentive Bonus %
	Range		
	Low	High	
Must be < high		3.5%	0.0%
Must be >= low and < high	3.5%	5.0%	20.0%
Must be >= low and < high	5.0%	6.5%	24.0%
Must be >= low and < high	6.5%	8.0%	28.0%
Must be > low	8.0%		32.0%

~~CATEGORY II - CUSTOMER SERVICE~~

~~Operator shall be entitled to incentive compensation for reaching certain stated goals (including two levels of goals, described as Level I Goals and Level II Goals) in the area of customer service. To determine whether or not certain customer service goals have been achieved, a survey may be required, and when a survey is required, the survey methodology, such as the City uses for its Citizen Survey, using independent survey sources and statistically valid survey techniques shall be used. The City will, in consultation with the Operator, conduct an initial customer service survey of Fixed Base Operators, Tenants and Based Users, Citizens, and City Staff and Council. These surveys shall serve as the base surveys on~~

which the customer service incentive compensation is based. This compensation is further broken down into specific customer service areas as shown in Table 4 on the following page.

~~CATEGORY III – MAINTENANCE & SAFETY –~~

Category III provides incentives for achieving increasingly higher levels of excellence in the areas of safety and maintenance. Table 5, on a following page illustrates the Level I and Level II incentive performance areas, methods for measuring or evaluating the performance areas, the general objectives for levels I and II and the potential incentive compensation associated with each.

~~CATEGORY IV – NOISE ABATEMENT –~~

Category IV provides incentives for successful implementation of the City's Noise Abatement Program. The Operating Agreement provides for specific areas of implementing the noise abatement program. While implementation of the noise abatement program is expected as a contractual obligation, this category will reward the operator for achieving agreed program goals and objectives that exceed the basic operating agreement obligations. Table 6, on a following page illustrates the Level I and Level II incentive performance areas, methods for measuring or evaluating the performance areas, the general objectives for levels I and II and the potential incentive compensation associated with each.

~~TABLE 4 – CUSTOMER SERVICE INCENTIVES~~

Component	Evaluation Criteria	Level I Goal	Level II Goal	Incentive for achieving goal I	Incentive for achieving goal II
Customer Service – FBOs	Survey	5% increase year to year or average of respondents rating very good or outstanding (subject to adjustment by the parties)	10% increase year to year or average of respondents rating outstanding (subject to adjustment by the parties)	\$ 16,800	\$ 25,200
Customer Service – Tenants and based users	Survey	5% increase year to year or 80% of respondents rating very good or outstanding	10% increase year to year or 90% of respondents rating very good or outstanding	\$ 16,800	\$ 25,200
Customer Service – City Staff and Council	Survey	5% increase year to year or 80% of respondents rating very good or outstanding	10% increase year to year or 90% of respondents rating very good or outstanding	\$ 16,800	\$ 25,200

Citizens	Survey	5% increase year to year or 80% of respondents rating very good or outstanding	10% increase year to year or 90% of respondents rating very good or outstanding	\$ 16,800	\$ 25,200
Airport Recognition	Hosting meaningful (as determined by the City) events at the Airport or receiving recognition through publications or regulatory agencies	Combination of 3 instances of mutually acknowledged Airport recognition or Airport events initiated and nurtured by Operator	Combination of 6 or more instances of mutually acknowledged Airport recognition or Airport events (2 or more) initiated and nurtured by Operator	\$ 16,800	\$ 25,200
TOTAL POTENTIAL CUSTOMER SERVICE INCENTIVE GOAL				LEVEL I GOAL: \$84,000	LEVEL II GOAL: \$126,000

TABLE 5— MAINTENANCE & Safety

Area	Evaluation Criteria	Level I Goal	Level II Goal	Level I \$	Level II \$
Safety	Safety Inspections, Safety Statistics/ Incidents, Police & Fire Evaluation, Routine Environmental Review / Correction Process, other criteria as may be established	Level I safety enhancements based on ratings of FAA and/or Tex Dot or other agreed to safety enhancements including safety meetings and training, notices to pilots, etc	Level II safety enhancements based on FAA, Tex Dot or other agreed to safety enhancements including safety meetings and training, notices to pilots, etc.	\$24,000	\$36,000
Maintenance	Achieve Base Level Maintenance Standards as measured by FAA, TexDot, or City Standards	Achieve Base Level Maintenance Standards as measured by FAA or TexDot survey	Superior Condition and appear of Airport per FAA or TexDot survey and rating by other City Criteria	\$24,000	\$36,000
Total Maintenance and Safety Incentive Compensation				\$48,000	\$72,000

~~TABLE 6—NOISE ABATEMENT INCENTIVE COMPENSATION~~

Area	Evaluation Criteria	Level I Goal	Level II Goal	Level I \$	Level II \$
Noise Abatement	Develop a noise abatement plan and obtain stakeholder support including awareness and education; offenders, FAA coordination and program enhancements; and other criteria as agreed	Plan in place and monitored; Citizen complaints are tracked and acknowledged; education and awareness campaign implemented; offender notification program implemented; and other issues as agreed	Plan in place with compliance achieved and maintained; reduction in citizen complaints from prior year; new FAA tower or flight path programs implemented; Part 150 study; and other issues as agreed	\$48,000 levels may be subdivided	\$72,000 levels may be subdivided

~~Table 7 below illustrates the potential six year incentive compensation for the Customer Service, Maintenance & Safety, and Noise Abatement Categories based on the initial assumptions of the incentive program. The amounts can be adjusted as part of the annual budget process.~~

~~**Table 7 [NOTE: TABLE 7 BELOW, INCLUDED IN ORIGINAL AGREEMENT, IS DELETED IN ITS ENTIRETY BY THE THIRD AMENDMENT]**~~

Incentive Compensation
Customer Service/Maintenance and Safety/Noise Abatement

	2001	2002	2003	2004	2005	2006
Customer Service						
Town Staff/Council	12,600	16,800	16,800	16,800	16,800	16,800
Citizen	12,600	16,800	16,800	16,800	16,800	16,800
Airport Users/Based Aircraft	12,600	16,800	16,800	16,800	16,800	16,800
FBO's	0	0	0	0	0	0
Airport Recognition	12,600	16,800	16,800	16,800	16,800	16,800
Total	50,400	67,200	67,200	67,200	67,200	67,200
Maintenance and Safety						
Maintenance	0	24,000	24,000	24,000	24,000	24,000
Safety	0	0	24,000	24,000	24,000	24,000
Total	0	24,000	48,000	48,000	48,000	48,000
Noise Abatement	0	48,000	48,000	48,000	48,000	48,000
Total	50,400	139,200	163,200	163,200	163,200	163,200

Note: All years are based in the Town's fiscal year - October 1 to September 30, Therefore, 2001 is a partial year, January 1 to September 30.

B – Other Financial Incentives

This category is reserved for other Finance Incentives relating to goals or objectives, which may arise as a result of new or revised City priorities and whereby the Operator shall be eligible for certain one-time incentives that benefit either the City or the Airport on a recurring basis. Each goal or objective is to be clearly stated and the means by which the particular Finance Incentive is to be determined. An example of the award calculation should be given where possible.

CATEGORY V- SPECIAL ISSUES

~~This category is reserved for annual goals or objectives which may arise as a result of new or revised City priorities. Specific performance goals and the incentive compensation associated with meeting either proportionate or Level I or II goals will be mutually agreed to and adopted by the City Council as a portion of the budget appropriation process. The initial Special Issues category provides for two components of Other Financial Incentives. The Operator shall be eligible for certain one-time incentives that benefit either the City or the Airport on a recurring basis. Two identified bonuses include:~~

~~***Tax-base Increase of the City***—This incentive provides the operator a 25% fee for the first year tax revenue to the City for either identifying aircraft that are not paying proportional tax to the City for the time they are based in Addison or for adding aircraft to the certified appraisal roll on which the City may levy proportional personal property tax (illustrated in Table 8 below). Said 25% fee shall be earned when the aircraft becomes part of the tax roll and is payable when the City actually collects the first year tax revenues;~~

subject to the availability of funds in the Airport Fund. In the event Airport funds are not immediately available when due, the incentive compensation shall be paid from the Airport Fund as soon as funds are available.

TABLE 8/[NOTE: TABLE 8 BELOW, INCLUDED IN ORIGINAL AGREEMENT, IS DELETED IN ITS ENTIRETY BY THE THIRD AMENDMENT]

**Addison Airport
Incentive Compensation
Financial - Other Revenue**

	2001	2002	2003	2004	2005	2006
Property Tax						
Tax Base Increase	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000
Property Tax	76,000	76,000	76,000	76,000	76,000	76,000
25% of Tax	19,000	19,000	19,000	19,000	19,000	19,000
Incentive	0	19,000	19,000	19,000	19,000	19,000
Through the Fence						
Through Fence Revenue Increases	75,000	25,000	25,000	25,000	0	0
Incentive - 25%	18,750	6,250	6,250	6,250	0	0
Total Other Finance Incentives	18,750	25,250	25,250	25,250	19,000	19,000

Note: Property Tax incentives are earned when an asset is placed on the tax rolls, however, they are not paid until the property tax is collected. Therefore, taxes are assumed to be collected the year following the asset being placed on the tax rolls.

Through the Fence Operations – The Operator shall receive a Finance Incentive ~~an incentive~~ for either the improvement in revenues associated with securing City approved Through-the-Fence agreements with existing Through-the-Fence users or securing new Through-the-Fence agreements with businesses wanting access to the Airport (“TTF Incentive”). The amount of the TTF Incentive shall ~~incentive will~~ be equal to 25% of the first year Annual Permit Fee revenue improvement relating to ~~of~~ existing Through-the-Fence agreements with businesses and 25% of the first year Annual Permit Fee set forth in each new Addison Airport Access Permit Agreement (“Access Agreement”) revenue on new Through-the-Fence Businesses. This TTF Incentive award shall be deemed earned, due and payable in a lump sum to Operator immediately upon the City’s acceptance of the Annual Permit Fee related to the increase or new Access Agreement. For purposes of this Exhibit 3, new Access Agreements shall include Access Agreements entered into, assigned, transferred or otherwise conveyed to a user and consented to by the City. Table 3 below illustrates an example of the calculation of the TTF Incentive and is for illustrative purposes only. ~~Said 25% incentive shall be earned and payable over the first 12 months following the effective date of a new or updated Through the Fence (TTF) agreement as TTF fees are collected. The lower portion of Table 8 above illustrates a projected scenario for the Through the Fence incentive.~~

Table 3
Incentive Compensation
Financial - Other Revenue

		2002	2003	2004	2005	2006
Through the Fence						
No. of New Access Agreement		2	1	1	0	3
1 st Yr. Annual Permit Fee Total		\$5,000	\$3,500	\$1,300	\$0	\$7,400
Incentive - 25%		\$1,250	\$875	\$325	\$0	\$1,850

~~DISINCENTIVES~~

~~It is clear from the calculation of the incentive formulas that minimum acceptable levels of performance earn no incentives. Additionally, City issuance of two (2) or more documented and validated written notices of default which Operator fails to satisfactorily correct according to the process as provided for in the Operating Agreement during the First Partial Contract Year or any Contract Year, as provided for in this Agreement, shall result in a financial disincentive in the amount of a 10% reduction of the Base Management Fee for the contract year in which such failure occurs or other action as provided for in the Operating Agreement. The Operator shall have the right to appeal the imposition of said disincentive to the City Council. Such appeal shall be filed in writing with the City Secretary within 30 days of the receipt of said notice.~~

~~SUMMARY OF INCENTIVE COMPENSATION~~

~~The following table provides a comprehensive overview of projected revenues, expenses, Operator compensation (both management fees and incentives), and the resulting operating margin for the Airport. The operating margin is available to the City (subject to appropriation by the City Council) for any purpose in connection with the Airport, including, without limitation, for funding of Airport plans and studies, funding of Airport capital projects (either new development or redevelopment), and to provide for Town oversight expenses.~~

~~[NOTE: TABLE BELOW, INCLUDED IN ORIGINAL AGREEMENT, IS DELETED IN THE THIRD AMENDMENT]~~

**Addison Airport
Projected Financial Performance
for Incentive Compensation
Summary Detail - August 7,2000**

	Base Year	2001*	2002	2003	2004	2005	2006
Revenue							
Leases	3,200,000	2,520,000	3,528,000	3,704,400	3,889,620	4,084,101	4,288,306
Fuel Flowage	750,000	590,625	826,875	868,219	911,630	957,211	1,005,072
Other	50,000	39,375	55,125	57,881	60,775	63,814	67,005
Total Revenue	4,000,000	3,150,000	4,410,000	4,630,500	4,862,025	5,105,126	5,360,383
Expenses							
Pass Throughs	(350,000)	(262,500)	(350,000)	(350,000)	(350,000)	(350,000)	(350,000)
Maintenance/Operating Expenses	(400,000)	(300,000)	(400,000)	(400,000)	(400,000)	(400,000)	(400,000)
Operating Expenses		(562,500)	(750,000)	(750,000)	(750,000)	(750,000)	(750,000)
Operator Compensation							
Base Mgmt Fee (10%)		(315,000)	(441,000)	(463,050)	(486,203)	(510,513)	(536,038)
Mkt Fee (2%)		(63,000)	(88,200)	(92,610)	(97,241)	(102,103)	(107,208)
Real Estate Fee (2%)		(63,000)	(88,200)	(92,610)	(97,241)	(102,103)	(107,208)
Admin Fee (4%)		(126,000)	(176,400)	(185,220)	(194,481)	(204,205)	(214,415)
Total Mgmt Fee		(567,000)	(793,800)	(833,490)	(875,165)	(918,923)	(964,869)
Incentive Comp							
Finance -Revenue Growth		(36,000)	(50,400)	(52,920)	(55,566)	(58,344)	(61,262)
Finance - Other		(18,750)	(25,250)	(25,250)	(25,250)	(19,000)	(19,000)
Customer Service		(50,400)	(67,200)	(67,200)	(67,200)	(67,200)	(67,200)
Maintenance		0	(24,000)	(24,000)	(24,000)	(24,000)	(24,000)
Safety		0	0	(24,000)	(24,000)	(24,000)	(24,000)
Noise		0	(48,000)	(48,000)	(48,000)	(48,000)	(48,000)
Total Incentive Comp		(105,150)	(214,850)	(241,370)	(244,016)	(240,544)	(243,462)
Total Comp to Operator		(672,150)	(1,008,650)	(1,074,860)	(1,119,181)	(1,159,467)	(1,208,330)
Percentage of Total Airport Revenues		21.3%	22.9%	23.2%	23.0%	22.7%	22.5%
Incentive Comp as a % of Base Mgmt Fee		33.4%	48.7%	52.1%	50.2%	47.1%	45.4%
Incentive Comp as a % of Total Comp		15.6%	21.3%	22.5%	21.8%	20.7%	20.1%
Total Expenses		(1,234,650)	(1,758,650)	(1,824,860)	(1,869,181)	(1,909,467)	(1,958,330)
Operating Margin		1,915,350	2,651,350	2,805,640	2,992,845	3,195,659	3,402,052
Town Oversight		(57,461)	(79,541)	(84,169)	(89,785)	(95,870)	(102,062)
Plans/Assessments/Surveys/Studies		(200,000)	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)
Retainage		(95,768)	(132,568)	(140,282)	(149,642)	(159,783)	(170,103)
Available for Capiatl Projects		1,657,890	2,371,810	2,521,471	2,703,059	2,899,789	3,099,991

* All years are based in the Town's fiscal year - October 1 to September 30, Therefore, 2001 is a partial year, January 1 to September 30.

ASSUMPTIONS FOR INCENTIVE COMPENSATION EXAMPLES AND ILLUSTRATIVE SPREADSHEET

- ☐ Initial Base Year is fiscal year 2000 ending Sept 30, 2000
- ☐ Year 1 is the First Partial Contract Year
- ☐ Incentive compensation for the First Partial Contract Year and the basis for calculating incentives shall based on .75 times the normal full year calculation methodology
- ☐ Initial Base Year Revenue is established for illustrative purposes as \$4,000,000 although actual gross revenue may be less in which case the Operating Agreement provides a mechanism for calculating the percentage of management fee in such event
- ☐ The minimum management fee under the Operating Agreement is established at \$720,000 for a full fiscal year and this amount is reflected in the summary spreadsheets

- ~~□ Base assumption for revenue growth is established as 5% for modeling and illustrative purposes; comparative modeling will be based on variations to the 5% growth level~~
- ~~□ Aircraft Tax Base is projected to grow in the amount of \$20,000,000 per year through the marketing and work effort of Operator~~
- ~~□ Through The Fence Revenue growth is projected at \$75,000 for year 1 and then increasing by \$25,000 per year for the next 3 years~~
- ~~□ Customer Service assumptions — meets 4 out of 5 level 1 objectives for all 6 years~~
- ~~□ Maintenance and Safety assumptions — meets Maintenance level 1 objectives in year 2 and Safety level 1 in year 3~~
- ~~□ Noise Abatement Assumptions — meets level 1 objectives beginning in year 2~~

[NOTE: TABLE BELOW, INCLUDED IN ORIGINAL AGREEMENT, IS DELETED IN THE THIRD AMENDMENT]

**Addison Airport
Operator Compensation
Financial Assumptions**

Assumptions

	Base Year	2001	2002	2003	2004	2005	2006
Base Year Revenue Components							
Leases	\$3,200,000						
Fuel Flowage	\$750,000						
Other	\$50,000						
Total	\$4,000,000						
Fuel Flowage Fee	\$0.12						
Base Gallons Sold	6,250,000						
Adjustable Index Projections							
Adjustable Index - Years 1-5	0%	0%	0%	0%	0%	0%	0%
Operating Expenses adjusted for the adjustable index by year							
Pass Through Expenses Years 1-5	\$350,000	\$262,500	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000
Operating Expenses Years 1-5	\$400,000	\$300,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000
Management Fee Components							
Base Fee	10%						
Marketing Fee	2%						
Real Estate Fee	2%						
Administration Fee	4%						
Total Management Fee	18%						
Management Fee Floor	\$720,000						
Financial Incentive - Revenue Growth							
Projected Revenue Growth Rate	5%	5%	5%	5%	5%	5%	5%
Financial Incentive - Tax Base Expansion Incentive							
Tax Base Increase by year - estimated		\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000
Tax Rate	\$0.38						
Incentive Award Percentage	25%						
Financial Incentive - Through the Fence Revenue Expansion							
Through the Fence Revenue Increases - estimated		\$75,000	\$25,000	\$25,000	\$25,000	\$0	\$0
Percent Award	25%						
Customer Service Incentives - 0 = No Incentive, 1 = Level 1 obtained, 2 = Level 2 obtained							
Base Incentive Amount	\$140,000						
Town Staff/Council	\$28,000	1	1	1	1	1	1
Citizen	\$28,000	1	1	1	1	1	1
Airport Users/Based Aircraft	\$28,000	1	1	1	1	1	1
FBO's	\$28,000	0	0	0	0	0	0
Airport Recognition	\$28,000	1	1	1	1	1	1
Maintenance and Safety Incentives - 0 = No Incentive, 1 = Level 1 obtained, 2 = Level 2 obtained							
Base Incentive Amount	\$80,000						
Maintenance - level achieved by year - estim.	\$40,000	0	1	1	1	1	1
Safety - level achieved by year estimated	\$40,000	0	0	1	1	1	1
Noise Abatement Incentives - 0 = No Incentive, 1 = Level 1 obtained, 2 = Level 2 obtained							
Base Incentive Amount	\$80,000						
Noise - level achieved by year estimated	\$80,000	0	1	1	1	1	1
Non Operating Expenses							
Town Oversight	3% Per Year						
Plans/Assessments/Surveys/Studies	\$200,000 Per Year						
Retainage	5% Per Year						

**ITEM #R5 IS NOT
AVAILABLE
ELECTRONICALLY**

**THERE ARE NO
ATTACHMENTS
FOR ITEM #ES1**